Polk County Board of County Commissioners

Meeting Agenda - Final-revised

June 02, 2026 Regular BoCC meeting

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

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

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

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

INVOCATION

Bill Dehart, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (MARTHA SANTIAGO, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

A.1. Clerk & Comptroller Stacy Butterfield to present the restoration, preservation, and digitization of the historic Cattle Brand Book.

B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

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

C.1. Disbursements.

C.2. Minutes of Regular Board meeting held on May 19, 2026.

D. APPROVE CONSENT AGENDA

D.1. Approve Consent Agenda.

E. REQUEST FROM ELECTED OFFICIAL and OTHER GOVERNMENTAL AGENCY

F. COUNTY ATTORNEY (RANDY MINK)

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Approve construction contract with Register Construction & Engineering, Inc. for the new Inspection & Testing Building project ($2,680,650.00 one-time expense)

G.2. Approve Amendment No. 1 to Agreement 2025-008, with CPH Consulting, LLC, for Phase II architectural & engineering services for the NERUSA Operations Support Facility. ($705,648.50 one-time expense)

G.3. Approve construction contract with Kamminga & Roodvoets, Inc. for the Combee Academy Safe Routes to School (SRTS) for Sidewalk, Street Lighting and Drainage Improvements ($800,231.40 one-time expense)

G.4. Approve Consultant Services Authorization (CSA) No. 2022-087-03 with HDR, Inc. (Consultant) to provide design services for the Carter Road at Eaglebrook Boulevard Intersection Project. ($393,548.40 one-time expense)

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Commissioner Troutman Comments.

I. COMMISSIONER DISTRICT 2 (RICK WILSON)

I.1. Commissioner Wilson Comments.

J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

J.1. Commissioner Braswell Comments.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Commissioner Scott Comments.

L. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO, CHAIR)

L.1. Chair Santiago Comments.

M. LAY BOARD APPOINTMENTS

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

* County Attorney opening comments

N.1. Public Hearing (LDCD-2026-2 Avenue Q Autobody Sub-District) (Adoption Hearing) to consider the adoption of a Sub-District Map change from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2) on approximately one (1) +/- acre.

N.2. Public Hearing (LDCPAL 2026-2 Main Street Corridor Text) (Transmittal Hearing) to consider the adoption of a Comprehensive Plan text amendment to establish a new Section, to be called the Main Street Commercial (MSC) Corridor, in the Future Land Use Element. (No Fiscal Impact)

N.3. Public Hearing (LDCT-2026-3 Recreational Use Easements) (First Reading) to consider and Land Development Code text amendment, amending Chapter 3, Conditional Uses, Section 303, Criteria for Conditional Uses for High Intensity Recreation to allow access via easement for firearms ranges. (No Fiscal Impact)

N.4. Public Hearing (LDCT-2026-8 ATMs & Vending Machines) (First Reading) to consider the adoption of an ordinance amending the Land Development Code to add standards and definitions for stand-alone vending machines and automated teller machines. (No Fiscal Impact)

O. PUBLIC HEARINGS

O.1. Public Hearing to consider adoption of a resolution to vacate a portion of a platted public utility easement as shown on the plat of Shadow Wood Unit 2, Winter Haven. (No fiscal impact)

O.2. Public Hearing to consider adoption of a resolution to vacate portions of platted, unopened, and unmaintained rights-of-way as shown on the map of Leisure Shores and on the Revised Map of Lake View, Winter Haven, Florida and request Board accept a Drainage Easement from Joann Bissett Knapek. (No fiscal impact)

O.3. Public Hearing (LDCU-2025-38 Highlands Street MHP) (De Novo Hearing) to consider an appeal to the Planning Commission's decision to deny (7:0) this case on April 1, 2026. (No Fiscal Impact)

O.4. Public Hearing (LDCU-2025-39 Thomas Fish Camp) (De Novo Hearing) to consider an appeal to the Planning Commission's decision to deny (4:3) a Conditional Use request for expansion of a legally non-conforming recreational camping use. (No Fiscal Impact)

O.5. Public Hearing (LDSPD-2025-2 Old Dixie Highway SPD (De Novo Hearing) to consider an appeal to the Planning Commission's decision to approve (6:1) this case on April 1, 2026. (No Fiscal Impact)

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

P.1. Comments.

Q. WORK SESSION ITEMS

R. CONSENT AGENDA ITEMS

R. COMMISSIONER DISTRICT 1

R. COMMISSIONER DISTRICT 2

R. COMMISSIONER DISTRICT 3

R. COMMISSIONER DISTRICT 4

R. COMMISSIONER DISTRICT 5

R. COUNTY COMPTROLLER

R.1. Report 2026-08 Real Estate Services audit.

R.2. Report 2026-06 Utilities Warehouse Controls Audit.

R.3. Removal of equipment from inventory as listed on Blanket Removal Form 2242.

R.4. Resolution providing for the division of proceeds of the six (6) cent Local Option Gas Tax beginning on September 1, 2026.

R. COUNTY MANAGER

R. ECONOMIC DEVELOPMENT

R. TOURISM/SPORTS MARKETING

R.5. A Land Remembered Film Project Marketing Partnership ($250,000 one-time expense).

R. OFFICE OF PLANNING & DEVELOPMENT

R.6. SET HEARING: (LDCPAL-2026-5 Text amendment to Section 2.130-B Indian Lakes Estates) modifying policy 2.130-B3.4 of the Comprehensive Plan removing the sewer connection requirement for duplex units in the Residential Low land use designation in Indian Lakes Estates (ILE). ILE is located south of SR 60, north of CR 640 and east of the City of Lake Wales. The suggested hearing dates are for the first reading on June 16, 2026, at 9:15 a.m. and the adoption hearing date on August 18, 2026, at 9:15 a.m.

R.7. SET HEARING: (LDCPAS-2025-36 IT Land Investments CPA) to consider the adoption of a Small-Scale Comprehensive Plan map amendment from Residential Suburban-X (RSX) to Office Center-X (OC) on 1.35± acres in the Suburban Development Area (SDA). The suggested adoption hearing date is June 16, 2026, at 9:15 a.m.

R.8. SET HEARING: (LDCPAS-2026-3 Sumner Property Cozart Road CPA) to consider the adoption of a Small-Scale Comprehensive Plan map amendment to change 25.8 +/- acres from Business Park Center (BPC) to Industrial (IND). The suggested adoption hearing date is June 16, 2026, at 9:15 a.m.

R.9. SET HEARING: (LDCPAS-2026-4 Fort Groves CPA) to consider the adoption of a Small-Scale Comprehensive Plan map amendment to change the land use designation from Phosphate Mining (PM) to Agriculture/Residential-Rural (A/RR). The suggested adoption hearing date is June 16, 2026, at 9:15 a.m.

R.10. SET HEARING: (LDCPAS-2026-7 Premier Parking CPA) to consider the adoption of a Small-Scale Comprehensive Plan map amendment to change the land use designation from Business Park Center (BPC) to Industrial (IND). The suggested adoption hearing date is June 16, 2026, at 9:15 a.m.

R.11. SET HEARING: (LDCPAS-2026-12 East Ft. Meade Parrish Rd. & Keller CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment from Phosphate Mining (PM) to Agriculture/Residential Rural (A/RR) on 19.47± acres in the Rural Development Area (RDA). The suggested adoption hearing date is June 16, 2026, at 9:15 a.m.

R.12. SET HEARING: (LDCPAS-2026-13 South Ft. Meade Mt. Pisgah Rd. & Peace River) to consider the adoption of a Small-Scale Comprehensive Plan map amendment from Phosphate Mining (PM) to Agriculture/Residential Rural (A/RR) on 2.0± acres in the Rural Development Area (RDA). The suggested adoption hearing date is June 16, 2026, at 9:15 a.m.

R.13. SET HEARING: (LDCT-2026-12 Text amendment to Chapter 4, Section 402 C - Indian Lakes Estate) Modifying Chapter 4, Section 402.C, of the Land Development Code, conditions for when duplex structures can use septic tanks; to add a use table; add a reference to the Zoning Ordinance; and delete a reference to there being no land use map for Indian Lake Estates (Pre-Dri #2). The suggested hearing dates are for the first reading on June 16, 2026, at 9:15 a.m. and the adoption hearing date on August 18, 2026, at 9:15 a.m.

R.14. SET HEARING: (LDCT-2026-14 Polk City SPA LCCX Text) amending Chapter 5, Green Swamp Area of Critical State Concern, Section 502, Standards for Land Use Districts in the Green Swamp ACSC, Table 5.2, Use Table for Green Swamp ACSC, removing footnote number 1 to allow for Comprehensive Plan Future Land Use Map amendments to the Linear Commercial Corridor-X (LCCX) district; Chapter 10, Definitions, providing for severability. The suggested hearing dates are for the first reading on June 16, 2026, at 9:15 a.m. and the adoption hearing date on July 7, 2026, at 9:15 a.m.

R.15. Accept Performance Surety in the amount of $770,010.30 in the form of Performance Bond No. LICX1988986 for Crosswinds East Turn Lanes. (No Fiscal Impact)

R.16. Approve the release of a cash surety in the amount of $54,142.76 for Providence Blvd. Collector Road, Phase 2-B. (No Fiscal Impact)

R.17. Accept Fox Branch Off-Site Improvements for potable water, wastewater and reclaim water utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

R.18. Accept a one-year warranty and surety in the amount of $606,890.09 in the form of Maintenance Bond No. 0270992 Fox Branch Ranch Off-Site Improvements. (No Fiscal Impact)

R.19. Approve the release of a surety in the amount of $3,350,165.18 in the form of Performance Bond No. 0266208 for Fox Branch Ranch Phase 1. (No Fiscal Impact)

R.20. Accept Fox Branch Ranch Phase 1 & 2 potable water, wastewater and reclaim water utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

R.21. Accept a one-year warranty and surety in the amount of $401,001.61 in the form of Maintenance Bond No. 0270990 for Fox Branch Ranch Phase 1. (No Fiscal Impact)

R.22. Approve the release of a surety in the amount of $1,330,111.94 in the form of Performance Bond No. DUA003200 for Fox Branch Phase 1B. (No Fiscal Impact)

R.23. Accept Fox Branch Phase 1B potable water, wastewater and reclaim water utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

R.24. Accept a one-year warranty and surety in the amount of $38,146.39 in the form of Maintenance Bond No. DUA005093 for Fox Branch Phase 1B. (No Fiscal Impact)

R.25. Approve the release of a surety in the amount of $2,367,755.54 in the form of Performance Bond No. US00145971SU25A for Fox Branch Ranch Phase 2. (No Fiscal Impact)

R.26. Accept a one-year warranty and surety in the amount of $170,868.86 in the form of Maintenance Bond No. 0271009 for Fox Branch Ranch Phase 2. (No Fiscal Impact)

R.27. Approve the release of a warranty and surety in the amount of $54,910.00 in the form of Maintenance Bond No. GM226218 for Magnolia Estates. (No Fiscal Impact)

R.28. Approve master consulting agreements with Chastain-Skillman, LLC, CivilSurv Design Group, Inc., Dewberry Engineers, Inc. and Rummel, Klepper & Kahl, LLP for engineering staff augmentation services for Land Development. (No fiscal impact)

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.29. Approve the Amendment and Restatement to the Medical Services Agreement with Hill Orthopedic Center, LLC for specialty care services to Polk HealthCare Plan members. (estimated annual amount less than $100,000)

R. FACILITIES MANAGEMENT

R. FLEET MANAGEMENT

R. PARKS & NATURAL RESOURCES

R.30. Approve Amendment #1 of the Florida Communities Trust Grant Agreement (F2407) made between Florida Department of Environmental Protection (FDEP) and Polk County (County). (No fiscal impact - time extension only)

R. FIRE RESCUE

R. EMERGENCY MANAGEMENT

R. REAL ESTATE SERVICES

R.31. Approve a Right-of-Way Agreement between Polk County and Wawa, Inc. in conjunction with the Deen Still Road Project. ($1,812,000 one-time expense)

R.32. Declare surplus and approve a Land Purchase Agreement between Southwind Polk, LLC, et al for the purchase of County-owned property identified as Parcel ID Number 272603-701058-000041. Also approve a Release of Easement for existing well and access easements associated with the property. ($100,200, one-time revenue)

R.33. Ratify Quit Claim Deed for additional right-of-way along 9th Street NE, as requested through the Development Review Process. (No fiscal impact)

R.34. Approve Land Purchase Agreement between Ann Duer and Polk County for the purchase of conservation preservation properties. ($3,000 one-time expense)

R. ROADS & DRAINAGE

R.35. SET HEARING to Consider Adopting a Resolution Allowing for the Installation of a Traffic Calming Device (Speed Hump) on Bay Boulevard West (North) near Lake Wales. (Suggested Hearing Date: Tuesday, July 7, 2026, at 9:15 a.m.) (No fiscal impact)

R.36. SET HEARING to Consider Adopting a Resolution Allowing for the Installation of Traffic Calming Devices (Speed Humps) on Eastside Drive South near Lakeland. (Suggested Hearing Date: Tuesday, July 7, 2026, at 9:15 a.m.) (No fiscal impact)

R.37. SET HEARING to Consider Adopting a Resolution Allowing for the Installation of Traffic Calming Devices (Speed Humps) on Pryor Road near Haines City. (Suggested Hearing Date: Tuesday, July 7, 2026, at 9:15 a.m.) (No fiscal impact)

R.38. SET HEARING to Consider Adopting a Resolution Allowing for the Installation of Traffic Calming Devices (Speed Humps) on Sixth Street East (Wahneta) near Winter Haven. (Suggested Hearing Date: Tuesday, July 7, 2026, at 9:15 a.m.) (No fiscal impact)

R.39. Approve Change Order No. 2 with Crisdel Group, Inc., (Contractor) for the Fort Fraser Trail Extension Project (aka Holloway Family Trail Project). ($781,306.24 one-time expense)

R.40. Approve Consultant Services Authorization (CSA) No. 22-091-06 with Kisinger Campo & Associates, Corp. (Consultant) to provide professional engineering services in connection to the preparation of initial engineering documents and 15% Line and Grade plans for the design of the Rockridge Rd Bridge No. 164144 Replacement Project. ($184,698.00 one-time expense)

R.41. Florida Department of Transportation (FDOT) 2025/2026 Railroad Crossing Signal Safety Program Agreement and Resolution for Murray Road. ($1,967.00 annual expense)

R.42. Adopt a Resolution Setting Parking Restrictions on County Road 37A (Scott Lake Road), near Lakeland ($616.07 one-time expense)

R.43. Adopt a Resolution Setting Speed Limit on V-Eight Ranch Road, near Haines City. ($212.77 one-time expense)

R.44. Approve Amendment 1 to Master Consulting Agreement 2022-092 with Mott MacDonald Florida, LLC for a fee schedule increase. (No fiscal impact)

R.45. Approve Construction Agreement and Resolution with FDOT for the SR 33 @ Mount Olive Road Intersection Project. (No fiscal impact)

R. UTILITIES

R.46. Approve the short form consent agreement (OGC File No. 26-0462) with the Florida Department of Environmental Protection (FDEP) to resolve a County self-reported sanitary sewer overflow incident. ($56,773.50 not-to-exceed, one-time expense)

R. SOLID WASTE

R.47. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by FS Jacksonville LLC DBA 1-800-GOT JUNK. (No fiscal impact)

R.48. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by MAGNO JUNK REMOVAL LLC. (No fiscal impact)

R. ELECTED OFFICIAL AND OTHER GOVERNMENTAL AGENCY

R. COURT RELATED

R. POLK COUNTY PROPERTY APPRAISER

R. POLK COUNTY SHERIFF

R. POLK COUNTY SUPERVISOR OF ELECTIONS

R. POLK COUNTY TAX COLLECTOR

R. WORKFORCE DEVELOPMENT BOARD

R. COUNTY ATTORNEY

R.49. SET HEARING to consider adoption of an ordinance amending Polk County Ordinance 2006-024, the Polk County Procurement Ordinance, as amended, to increase the authorized maximum amount the County Manager may enter into without further Board approval to Two Hundred Thousand Dollars ($200,000). (Suggested hearing date is June 16, 2026 at 9:00 a.m.)

R.50. Adopt resolution approving plan of finance concerning the issuance by the Polk County Industrial Development Authority (the “Authority”) of its revenue bonds for Berkley Accelerated Middle School Project, in a maximum stated principal amount not exceeding $22,500,000 for the purpose of providing funds to make a loan for the financing or refinancing of the acquisition, renovation, expansion, design, construction, equipping, and/or furnishing of educational facilities to be operated by Berkley Accelerated Middle School, Inc.

R.51. Adopt resolution approving plan of finance concerning the issuance by the Polk County Industrial Development Authority (the “Authority”) of its revenue bonds for The Schools of McKeel Academy Project, in a maximum stated principal amount not exceeding $30,000,000 for the purpose of providing funds to make a loan to the Schools of McKeel Academy, Inc. and McKeel Academy Mulberry, LLC for the financing or refinancing of the acquisition, renovation, expansion, design, construction, equipping, and/or furnishing of educational facilities to be operated by The Schools of McKeel Academy, Inc. and McKeel Academy Mulberry, LLC.

R.52. Adopt resolution amending Resolution No. 2025-127, which combined all phases of Solivita Special Street Lighting Areas into one single Solivita Phase 1 Special Street Lighting district, to correct for a scrivener’s error and restate the corrected Resolution in full.

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, June 1, 2026 – 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.

- Tuesday, June 2, 2026 – 6:00 p.m. – Stormwater Technical Advisory Committee meeting will be held in the Commissioners' Conference Room, Room 407, Fourth Floor, County Administration Building.

- Wednesday, June 3, 2026 – 7:00 a.m. – Citrus Connection Board Retreat will be held at Lake Crago 525 Lake Crago Drive, Lakeland.

- Wednesday, June 3, 2026 – 8:50 a.m. – Planning Commission will conduct a work session, prior to its regularly scheduled meeting, in the County Commission Boardroom.

- Wednesday, June 3, 2026 – 9:00 a.m. – Planning Commission meeting will be held in the County Commission Boardroom.

- Thursday, June 4, 2026 – 8:00 a.m. – Tourist Development Council's (TDC) 2026 Retreat will be held at the Auburndale Civic Center, 2220 Lake Ariana Boulevard, Auburndale.

- Thursday, June 4, 2026 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

- Monday, June 8, 2026 – 4:30 p.m. – Community Relations Advisory Council (CRAC) will meet in Room 413, Fourth Floor, County Administration Building.

- Tuesday, June 9, 2026 – 4:00 p.m. – America's 250th Anniversary Exhibit Opening of From Criollo to Cracker: Florida Cow Culture an American Story, History Center, 100 E. Main Street, Bartow.

- Wednesday, June 10, 2026 – 8:30 a.m. – Citrus Connection Board Meeting will be held at 1212 George Jenkins Boulevard, Lakeland.

- Wednesday, June 10, 2026 – 1:00 p.m. – Comprehensive Plan Review Advisory Committee will meet in Room 413, Fourth Floor, County Administration Building.

- Wednesday, June 10, 2026 – 2:30 p.m. – Finance and Audit Committee meeting will be held in the Commissioners' Conference Room, Room 407.

- Wednesday, June 10, 2026 – 3:00 p.m. – Central Florida Development Council

(CFDC) Board Meeting will be held at Orlando Health Lakeland Highlands, 4000 Lakeland Highlands Road, Lakeland.

• Wednesday, June 10, 2026 – 4:00 p.m. – Central Florida Development Council (CFDC) Investor Meeting will be held at Orlando Health Lakeland Highlands, 4000 Lakeland Highlands Road, Lakeland.

• Thursday, June 11, 2026 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

• Thursday, June 11, 2026 – 9:00 a.m. – Polk Transportation Planning Organization (TPO) Board Meeting will be held in the County Commission Boardroom.

• Thursday, June 11, 2026 – 12:00 p.m. – Polk Vision Youth Leadership Day Luncheon will be held in Room 413, Fourth Floor, County Administration Building.

• Friday, June 12, 2026 – 9:00 a.m. – Board/Staff Agenda Review meeting to discuss the Agenda and any other matters that may come before the Board will be held in the Commissioners' Conference Room, Room 407, Fourth Floor, County Administration Building.

• Monday, June 15, 2026 – 1:30 p.m. – Polk Transportation Disadvantaged Local Coordinating Board (TD-LCB) will be held in the County Commission Boardroom.

Agenda Item A.1. 6/2/2026

SUBJECT

Clerk & Comptroller Stacy Butterfield to present the restoration, preservation, and digitization of the historic Cattle Brand Book.

DESCRIPTION

The historic Cattle Brand Book highlights Polk County's agricultural roots and includes cattle brand records maintained by the Clerk's office from the 1880s through the 1940s.

The Clerk's office recently completed a preservation project to have the books professionally restored and repackaged, helping protect the records for future generations.

A replica book is also being donated to the Polk County History Center, providing residents and visitors with the opportunity to experience and explore this unique piece of Polk County history in person.

The new book debuts in the History Center's newest exhibit, From Criollo to Cracker: Florida Cow Culture - An American Story. The exhibit's grand opening is next Tuesday, and we encourage everyone to visit this summer to support and experience the History Center's work.

In addition, the collection has been digitized to expand public access and allow residents, students, researchers, and community members to explore the records online.

The presentation highlights an intergovernmental preservation and public access effort between the Clerk and the Board of County Commissioners focused on protecting historically significant public records and expanding community access to Polk County history. The project demonstrates the Clerk's role as custodian of historical records, while also supporting educational and cultural initiatives through collaboration with the Polk County History Center.

RECOMMENDATION

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Stacy M. Butterfield, CPA

Clerk of the Circuit Court and Comptroller

Agenda Item C.1. 6/2/2026

SUBJECT

Disbursements.

DESCRIPTION

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

RECOMMENDATION

Approve and ratify disbursements.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

evalle@polkclerkfl.gov

APPROVE AND RATIFY

Payroll Check Numbers	**04633**	**thru**	**04660**
In the Amount of	**$33,017.61**		
# of Direct Deposits	**3072**		
In the Amount of	**$5,062,778.64**		
Dated	**May 29, 2026**		
Wire and Electronic Fund Transfers	**$42,776,175.44**		
Dated	**May 19, 2026**	**thru**	**June 1, 2026**
Invoice Checks Numbered	**505453**	**thru**	**506395**
Totaling	**$16,153,497.44**		
Dated	**May 19, 2026**	**thru**	**June 1, 2026**

Request approval of minutes of Regular Board Meeting Held on **May 19, 2026**

Agenda Item C.2. 6/2/2026

SUBJECT

Minutes of Regular Board meeting held on May 19, 2026.

DESCRIPTION

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

RECOMMENDATION

Approve minutes.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

evalle@polkclerkfl.gov

Polk County Board of County Commissioners

Meeting Minutes - Draft

May 19, 2026 Regular BoCC meeting

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

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

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

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

Rollcall

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

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (MARTHA SANTIAGO, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

A.1. Employee Recognition

Minutes: The Board recognized Raymond Mullis and Ken Priest with Roads and Drainage for their years of dedicated service.

B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

Minutes: There was no one from the public wishing to speak concerning Agenda Items.

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

C.2. Disbursements.

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

C.1. Approve minutes of Regular Board meeting held on May 5, 2026.

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

D. APPROVE CONSENT AGENDA

D.1. Approve Consent Agenda

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

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Approve Agreement for Sale and Purchase between La Cala, LLC and Polk County in conjunction with the Environmental Lands Program - CLASAC Project, EL-127-24. ($2,996,250 not to exceed total expense)

Minutes: County Manager Bill Beasley discussed the Agreement for Sale and Purchase between La Cala, LLC, and Polk County in conjunction with the Environmental Lands Program - CLASAC Project, EL-127-24. He recommended approval.

Parks and Natural Resources Director Tabitha Biehl showed a map of the subject parcel and said the areas in green are existing conservation. She said one of the goals was to build the corridors. She said the blue areas have been nominated and they are pursuing acquisition with their partners. She said that Lake Rosalie has seen a decline in water quality and there is a canal system that takes water into Lake Rosalie. She said they will be working on a water treatment system that treats water before it enters Lake Rosalie. She said this brings value to the area. She thanked the Board for their support and said it takes a lot of partnerships. She thanked Wade Allen and Scott Lowery for their support.

Mr. Beasley said we are leveraging 45% of this through the federal government.

Upon question, Ms. Biehl said they will explore public use. She said it may have a short trail and the primary goal is water quality. She said they will revaluate for recreational access.

Commissioner Braswell said all the trailers are probably on septic tanks.

Commissioner Troutman said there is a package plan.

Commissioner Wilson said some of the properties they have been able to acquire are amazing. He said it is amazing the people coming forward to put their land in conservation. He said this is a good thing for this county and for this state. He thanked Ms. Biehl for her hard work on these projects.

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

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Commissioner Troutman Comments.

Minutes: Commissioner Troutman said she attended the Florida Economic Development Council meeting in Orlando. She said our Winter Haven Economic Development Council was awarded the project of the year. She said this is for the Chick-fil-A that went out at the Winter Haven logistics complex.

Bruce Lyon, Winter Haven Economic Development Council, said this was an interesting project for the county and the state. He said they met with Chick-fil-A during Covid. He said the project started to materialize, the properties were engaged and willing to sell some of their properties. He said this will be the first direct rail service that they have at the Intermodel Park. He said this was negotiated with Evansville Western Railroad, CSX, the governor's office and attorneys. He said the governor provided a million and a half dollar grant fund to extend the rail. He stated it is now available for public use. He said this is a cold storage facility that will serve the entire state and Chick-fil-A will use Winter Haven as a distribution hub. He said this enables them to continue to grow and the ad valorem tax exemption was a key role. He said there will be about 160 jobs with average wages of $80,000.

Commissioner Troutman presented him with the award.

Chair Santiago thanked Mr. Lyon.

I. COMMISSIONER DISTRICT 2 (RICK WILSON)

I.1. Commissioner Wilson Comments.

Minutes: Commissioner Wilson had no comments.

J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

J.1. Commissioner Braswell Comments.

Minutes: Commissioner Braswell had no comments.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Commissioner Scott Comments.

Minutes: Commissioner Scott had no comments.

L. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO, CHAIR)

Minutes: Chair Santiago said to have

L.1. Chair Santiago Comments.

Minutes: Chair Santiago wished everyone a safe Memorial Day.

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

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

N.1. Public Hearing (LDCPAS-2025-39 Braddock Road CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 36 +/- acres from Mixed-Use (MUX) and Preservation (PRESVX) to Business Park Center (BPCX) in the Transit Supportive Development Area (TSDA).

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

Upon question, Mr. Ziskal said that FDOT is looking at this or has purchased the site on the southside. He said they purchased the site to the north.

The Chair opened a public hearing.

James Abercrombie said he bought his house with one house per acre and the county wanted to change it to five per acre because of the water and sewer. He said he does not know why they would want to say anything about it. He said they are not even listening.

The Chair closed the public hearing.

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

N.2. Public Hearing (LDCPAS-2026-1 US 27 & Deer Creek INST CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation from Leisure Recreation-X (LRX) to Institutional-X (INST-X) in the North Ridge SAP and Transit Supportive Development Area (TSDA)on ±1.01 acres. (No Fiscal Impact)

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

The Chair opened a public hearing

James Abercrombie said it is the same principle. He said when you buy the property you cannot depend on the zoning. He said we spend money and it can be changed on a daily basis.

The Chair closed the public hearing.

Upon question, Mr. Ziskal said this change is for one acre and it is the entire parcel.

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

N.3. Public Hearing (LDCPAS-2025-40 Poinciana Commercial NAC CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation from Development of Regional Impact (DRI) to Neighborhood Activity Center (NAC) in the Utility Enclave Area (UEA) on ±12.6 acres. (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal presented this with case LDCT-2026-4 and he reviewed the proposed land use amendments. He said that staff and the Planning Commission recommended approval.

Chair Santiago said she is glad to see that some commercial development is taking place. She said one of the issues with Poinciana is that they do not have enough commercial. She said it is good we are bringing commercial to the Davenport area.

The Chair opened a public hearing.

James Abercrombie said he doesn't know what to say anymore because they are not listening. He said he has been banned from their emails.

The Chair closed the public hearing.

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

N.4. Public Hearing (LDCT-2026-4 Poinciana Commercial Activity Center Plan LDC Text Amendment) (Adoption Hearing) to consider the adoption of an ordinance amending the Land Development Code to Appendix E, Section E105, Parcel Specific Comprehensive Plan Amendments with Conditions, to establish the Poinciana Commercial Activity Center Plan. (No Fiscal Impact)

Minutes: This hearing was presented with the previous hearing.

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

N.5. Public Hearing (LDCT-2026-1 Wahneta Main Street (MSC) Overlay LDC Text Amendment) (Adoption Hearing) to consider the adoption of an ordinance amending the Land Development Code to establish the Main Street Corridor (MSC) Overlay, plus reinstate Table 3, Wahneta Neighborhood Plan Temporary Uses Modifications. (No Fiscal Impact)

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

The Chair opened a public hearing; no one spoke.

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

O. PUBLIC HEARINGS

O.1. Public Hearing (LDCPAS-2026-11 Medulla Road RL CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 5.14 +/- acres from Business Park Center (BPC) to Residential Low (RL) in the Urban Growth Area (UGA). (No Fiscal Impact)

Minutes: Chanda Bennett, Land Development, reviewed the proposed land use change. She said that the Planning Commission voted 4:3 for denial. She submitted a letter from Nancy Howard. She reviewed the surrounding land uses. She said the property was denied for Residential Low in 2020. She showed photos of the site. She said one of the concerns is the bifurcation of commercial. She said for compatibility there are to be no buildings within 50 feet of residential structure or FLU. She gave historical information on the property. She said that the City of Lakeland requested denial and if approved they requested an avigation easement between the city and the applicant; She said that staff does not feel that is something they can require. She said that staff recommends approval and she said since 2020 this area has not shifted to non-residential uses.

Upon question, Ms. Bennett showed the homes there before the Comp Plan. She said the BPC was designated in 1991. She said in 2019 that they wanted the other change to residential. She confirmed that there are no applications for BPC to warehouse. She said the concerns are for future residents and future complaints with the airport that could threaten the expansion of the airport. She said they did designate this area as low density and not warehouse.

Commissioner Scott said when he looks at this with single family he does not see why this is an issue when the other properties are not.

Ms. Bennett said staff recommends approval because this is adjacent to residential properties.

Commissioner Braswell said for the airport expansion they could always buy this property and redesignate it.

Ms. Bennett said the macro is what the staff report is focused on. She discussed the Gresham Farms development and Publix.

Commissioner Troutman said they are seeing more residential development in the area.

Anielys Salgado, applicant, said she is proposing residential. She said that this is compatible and will make the land use more practical.

Ms. Salgado said she would consider the easement but would request her neighbors all do the same.

The Chair opened a public hearing.

Jamie Collins said she is one of the first residents out there. She said all the land has been agriculture with animals. She asked to make this residential agriculture. She said they need their animals to feed their families. She said to keep this agricultural and said they do not need to put buildings on every square inch of the county.

The Chair closed the public hearing.

Commissioner Braswell asked if this will put any restrictions on anybody else.

Ms. Bennett said they allow farm animals and farming on any land use classification in the county. She said it does not have a future land use designation category of agriculture residential rural. She said all land uses in the county allows for animals. She confirmed that this would not impact the resident with separation and buffering requirements.

Commissioner Troutman said with the side setbacks and they are looking at BPC to residential it is her understanding that a variance is not allowed. She asked for staff to look and see if there are conditions that we do want to make open for variances on a

case by case basis. She said this may not be the only area we want to look at our code.

Commissioner Scott clarified that the motion does not require the resident to sign an easement or anything related to the airport.

Commissioner Troutman said the city requires those to be signed for a condition of their approval. She said it may be a situation where it does not apply to some of the older homes. She asked the applicant to work with the city on that as they are trying to protect from the complainers. She reminded the applicant of the busy airport with planes all hours of the day.

RESULT:	**APPROVED**
MOVER:	Michael Scott
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: Kay Bourque said she wants to talk about the voices that shape the animal advocate movement. She said their perspectives add something valuable. She said differences are not a weakness. She said words can cause harm when they are ill and cause people to divide. She discussed backyard animal breeding and said much of the stray population can be traced back to these breeders. She said the health certificate is a state requirement for the sale of animals.

Commissioner Troutman said the honest people are pulling the licenses and Mr. Tedder provided that information to her. She said she is hitting on a point and it would be very hard to enforce it. She said we do have licensed breeders that have applied for the appropriate paperwork.

James Loyd Thomas said he is here to talk about e-bike safety in memory of Maddox Moore a young teenager who died in an e-bike accident. He discussed his use of the e-bike and thanked them for the Fort Fraser Trail. He said he advocates for veterans and behavioral health court to get these types of bikes if they do not have a drivers license. He said he is pushing for a safety program and said helmets should be worn. He said bike shops should be required to offer safety courses. He said there are three classes of e-bikes and not all have throttles and some have pedal assists. He said accidents are happening because rules are not being followed and not everyone wears helmets.

Commissioner Wilson said there are a lot of e-bikes on the trail. He said a lot wear helmets and some will fly without helmets. He said it needs to be looked at and he knows exactly what Mr. Thomas is talking about.

Mr. Mink discussed Senate Bill 382 that was passed to address some of the e-bike

issues. He said part of it would be when they ride on a sidewalk with pedestrians and they are required to slow down. He stated it would be enforced by Florida Statute violation and they did create a task force looking at the safety issues.

Commissioner Troutman said there are different classifications. She said parents are buying bikes not realizing it is something that needs to have a license, a tag and registered. She said she has seen in Lakeland where there could be a very serious injury from some of the children and the behaviors she has seen.

Commissioner Scott said it is like an electrically powered motorcycle with some of the speeds they are able to achieve. He said he is glad to hear about the pedal assist. He stated he did not know about the recovery aspect of it and he appreciates Mr. Thomas' time.

Chair Santiago said he is meeting with the right person on this and they will bring this when they meet with FDOT because they always look at bicycle safety. She said safety is paramount to this situation and hopefully we will be able to put things in gear. She said we are dealing with human behavior and education is important.

David Butler said at the last meeting there was a dollar figure put out that was extremely wrong. He said DR Horton was given a tax exemption and he said to give them the exemption after they perform. He said they are worth $40 billion and our budget is $3 billion. He discussed the $70 million Ms. Biehl brought back and he asked if she got to fly on the airplane for that. He said he will bring this up until the deputies get paid their overtime. He discussed the cost of the Cessna and the Kodiak. He said he appreciates the conservation purchases and he said these need to have public access.

Commissioner Braswell said the tax breaks are after the fact. He said they have to perform, hire the people and nothing is given in advance.

Chair Santiago said we do not give tax breaks until they show the metrics. She said they monitor this whole process.

Mr. Mink said they moved the tax exemption on when it would begin because they had not had the opportunity to meet the requirements.

Commissioner Troutman said to look up the program ad valorem tax exemption. She said that will give information as far as what the companies must do to qualify for those exemptions, how it is monitored, and audited each year to show compliance.

Eve Salimbene said on April 21st Commissioner Braswell made statements on animal advocates that are inaccurate. She responded to his comments. She said they have sent emails, offered to run programs and offered suggestions that have gone unanswered. She said TNVR and injured animals are not dumped. She said we are here because Polk struggles with animal overpopulation, high euthanasia and preventative resources are lacking. She said they are asking for assistance that continues to be ignored.

Cynthia Dorman said she wants to speak about community cats. She said she has trapped and sterilized approximately 1,000 cats. She said the cats did not create this crisis people did. She asked if they are listening and said they have the power to improve animal welfare. She responded to comments from Commissioner Braswell. She asked for removing ownership and tag requirements for feral cats. She asked for $150,000 for the Street Cat Project.

Lee Awesome said he is here because folks here have forgotten that they work for the people and they are not being as receptive to the citizens as they should be. He said the people of Polk County are the employers. He said the power of social media can be strong and he has seen some of the things said and the meetings. He said he has seen disrespect. He said when you see him at the meeting stuff has to change. He said his address is on the form but it is not legally required for him to give it to the world. Upon question, he said his address is not legally exempt.

Debbie Hicks discussed animal control and said there is nothing in the capital plan for animal control. She asked why are we not making a new facility and she said there is no washer and dryer. She said it is a county facility and we own the facility. She said if the SPCA, the Humane Society, and the people who volunteer quit you would have more animals coming in.

Commissioner Scott said he visited the Animal Control facility two weeks ago. He showed a picture of an improved outside area for the dogs. He said the need is incredible and the staff does a great job with animals being dropped off. He said there are areas for families to visit with animals for adoptions. He said all the wood pallets are gone and the food and cat litter is stored in sealed containers. He said there is a washer and dryer for the main shelter. He said there is music and toys for the cat shelter. He said they are looking for a second vet and increased the salary for that position. He said they are looking for a solution for the grates for the kennels. He said they are continuing to improve and he will do a PGTV segment at the shelter. He said a new facility does not solve all problems but it is working together that solves problems. He said he appreciates the feedback and the patience. He said they will continue to strive to do the best with the resources they have.

Commissioner Troutman said there were complementary words from the meeting with Ms. Salimbene and Captain Varnadore with the Sheriff's office. She said it is important to remember we are all human and we are working on progress. She said on December 3rd and September 30th she reached out to the Bully Project and they were to get her the information on the voucher program. She said to this day she has not gotten a return email and there is communication that does not get returned to them as well. She said there are things that are happening, delivery does matter and respect goes both ways. She said we hear them but there have been changes made. She thanked her for recognizing that.

Kristina Vasquez said she is here to offer a community plan. She asked for support to modernize the building and competitive wages. She asked for air conditioning and upgrades. She asked for a breeder licensing ordinance and opening a structured volunteer network. She asked for an inmate dog program. She asked for the ban to be lifted for cell phones and cameras in the shelter.

Commissioner Scott said some updates are that there are evaporative cooling fans, ceiling fans and additional fans. He said there is a full time staff member there for adopting and working with the rescues. He said there are temperature monitors and are remote controlled. He said there is a salary increase for a second veterinarian and office space is being renovated.

Jhoanna Allende said this is a community issue. She discussed animal welfare and said we need to modernize the approach. She discussed low cost vet care, pet food banks and an TNVR program. She asked for an advisory board for animal welfare and said she is committed to public awareness.

James Abercrombie said they did not have a signup sheet for the public hearings. He said that property is surrounding city limits. He asked why are they making decisions for the City of Lakeland. He said for public records there is a paper trail of the fence and he wants that public record. He said he is going to see where that metal went and who took the money.

Commissioner Scott said in specific to the contract it is for the removal and disposal of the fence. He said they do not require a chain of custody for the removal of an old product. He said as long as they are not illegally disposing of it there is not a requirement to show what they did with the fence. Mr. Abercrombie responded.

County Manager Bill Beasley said the public records were provided.

Commissioner Troutman said that citizens are not removed from county emails. She said we are not making decisions for the cities. She said we are going to touch boundaries if they want the land the city can annex it in. She stated it is county land and a county decision.

Chair Santiago said she has been serving for eight years and she has never had to make a decision for any city that is not their jurisdiction.

Meeting adjourned at 10:59 a.m.

Agenda Item D.1. 6/2/2026

SUBJECT

Approve Consent Agenda.

DESCRIPTION

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

RECOMMENDATION

Approve Consent Agenda.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

evalle@polkclerkfl.gov

Agenda Item G.1. 6/2/2026

SUBJECT

Approve construction contract with Register Construction & Engineering, Inc. for the new Inspection & Testing Building project ($2,680,650.00 one-time expense)

DESCRIPTION

The Facilities Management Division requested Procurement to solicit bids from qualified contractors who were interested in the construction of a 3,606 SF single-story pre-engineered metal building for the Roads & Drainage Division inspection and testing. The building includes a laboratory, covered walkways, patio areas, and covered parking on the north and east sides. The facility is located at 3000 Sheffield Road, Winter Haven, FL. Following an evaluation of the existing building, it was determined that it is outdated and aging, and constructing a new building would provide a more efficient and cost effective long-term solution to support the operational needs of the Roads & Drainage Division.

Bid 25-614, Construction of a New Inspection & Testing Building was issued, and nine contractors submitted a bid.

Company	Location	Total
Register Construction & Engineering, Inc.	Lakeland, FL	$2,553,000.00
Mulligan Constructors, Inc.	Orlando, FL	$2,580,148.00
Henkelman Construction, Inc.	Lakeland, FL	$2,581,495.00
Strickland Construction, Inc.	Lakeland, FL	$2,613,045.00
SEMCO Construction, Inc.	Bartow, FL	$2,649,990.00
The Diaz/Fritz Group, Inc.	Temple Terrace, FL	$2,661,967.00
NuJak Companies, Inc.	Lakeland, FL	$2,839,174.00
Everett Whitehead & Son, Inc. d/b/a Whitehead Construction	Winter Haven, FL	$2,996,769.00
L. Cobb Construction, Inc.	Wauchula, FL	$3,392,195.95

A recommendation of award was issued to Register Construction & Engineering, Inc., and no protests were received. In accordance with Resolution No. 13-066, $127,650.00 was added to the contract for allowance work for a total contract amount of $2,680,650.00. The contract time for this project is 210 days. Allowance time for the project is 31 days.

RECOMMENDATION

Request Board approve Construction contract with Register Construction & Engineering, Inc. for the new Inspection & Testing Building project in the amount of $2,680,650.00.

FISCAL IMPACT

Funds in the amount of $2,680,650.00 are available in the Transportation Millage Fund.

CONTACT INFORMATION

Tabatha Shirah
Sr. Procurement Analyst
863.534.5935
tabathashirah@polkfl.gov <mailto:tabathashirah@polkfl.gov>

PART E –CONTRACT

This Contract is entered into as of the date last executed, (the "Effective Date"), by and between Polk County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Register Construction & Engineering, 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 #: 25-614 .

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

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

Article 2. Contract Price: The Contract price includes the total bid price of $2,553,000.00 plus the Allowance Work amount of $127,650.00 the total sum being $2,680,650.00. 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 180 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 210 days. The allowance time for this project is 31 days.

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

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

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

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

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

ATTEST: STACY M. BUTTERFIELD, CLERK

BY: _____
DEPUTY CLERK

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

BY: _____
Martha Santiago, Ed., D. CHAIR
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency.

5/19/20

County Attorney's Office Date

ATTEST:

Mike Butler, Corporate Secretary

SEAL

CONTRACTOR:

Register Construction & Engineering, Inc.

BY: _____
Authorized Corporate Officer or Individual

LESTER D. REGISTER JR
(Printed or Typed Name of Signer)

CEO
(Printed or Typed Title of Signer)

3730 New Tampa Hwy Lakeland, FL 33815
(Business Address of Contractor)

863-688-7775
(Telephone Number)

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 4/30/2026 (Date) by LESTER D. REGISTER JR (Name of officer or agent) as CEO (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 4/30/2026 (Date)

_____ (Official Notary Signature and Notary Seal)

ROBERT MICHAEL BUTLER (Name of Notary typed, printed or stamped)

Commission Number HH 616538 **Commission Expiration Date** 11/25/2028

Notary Public State of Florida
Robert Michael Butler
My Commission HH 616538
Expires 11/25/2028

Florida's Crossroads of Opportunity

330 West Church Street, Room 150
PO Box 9005 • Drawer AS05
Bartow. Florida 33831-9005

Board of County Commissioners

PHONE: 863-534-6757
FAX: 863-534-6789
www.polkfl.gov

PROCUREMENT DIVISION

Memorandum of Understanding

Pre-Award Meeting Summary

DATE: May 4, 2026

TO: Buddy Register, Register Construction & Testing Engineering, Inc.

FROM: Tabatha Shirah, Senior Procurement Analyst

RE: Bid 25-614 Construction of New Inspection & Testing Building

---

The following items were discussed at the pre-award meeting, held Thursday, April 30, 2026:

- The County has accepted the Contractor's verbal commitment to the discussed items, as mentioned in the Contractor's Bid Submittal and is ready to move forward with a Recommendation of Award.
- The Contractor's representatives agreed to commit to all deliverables of the contract at the submitted price and will bring the project to completion on or before 210 days from start of construction.
- The Contractor's representatives agreed to commit to all deliverables of the contract and will bring the project to completion at the submitted base bid price of $2,553,000.00, plus allowance amount of $127,650.00, for a total contract amount of $2,680,650.00 on or before 210 days from start of the construction
- County cannot pre-pay for materials.
- If the building is being shifted 20 feet to the south, the County will provide revised plans. Contractor shall guarantee no impact on construction costs or contract time due to this potential minor change.
- An existing underground (UG) communications vault was shown on the bid document plans. The County is responsible for any necessary changes involving this vault if required.
- If required, the County will provide imported fill dirt for elevation changes resulting from the 20-foot building footprint shift.
- The existing overhead TECO power line and utility poles were illustrated in the bid documents and are considered a known site condition, acknowledged during the mandatory pre-bid site visit.

I, Lester "Buddy" Register Jr. (Contractor), do hereby certify and acknowledge the items noted above. I understand any default on the part of Register Construction & Engineering, Inc. (Company name) may result in suspension or debarment, at the discretion of the Purchasing Director.

Contractor: Lester D. Register Jr.

Company Name: Register Construction & Engineering, Inc. Date: 5/4/2026

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
REGISTER CONSTRUCTION & ENGINEERING, INC.

Filing Information

Document Number	410949
FEI/EIN Number	59-1419729
Date Filed	10/17/1972
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	05/09/1984
Event Effective Date	NONE

Principal Address

3730 NEW TAMPA HWY
LAKELAND, FL 33815

Changed: 01/24/1997

Mailing Address

3730 NEW TAMPA HWY
LAKELAND, FL 33815

Changed: 01/20/2004

Registered Agent Name & Address

REGISTER, LESTER D
3730 NEW TAMPA HIGHWAY
LAKELAND, FL 33815

Address Changed: 01/18/2000

Officer/Director Detail

Name & Address

Title S/T

BUTLER, MIKE
511 HOWARD AVE
LAKELAND, FL 33815

Title CEO

REGISTER, LESTER D. JR.
620 LONE PALM DRIVE
LAKELAND, FL 33815

Title President

REGISTER III, LESTER D
480 Canterwood Drive
Mulberry, FL 33860

Annual Reports

Report Year	Filed Date
2024	03/04/2024
2024	09/30/2024
2025	02/06/2025

Document Images

02/06/2025 -- ANNUAL REPORT	View image in PDF format
09/30/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
03/04/2024 -- ANNUAL REPORT	View image in PDF format
01/23/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
01/11/2021 -- ANNUAL REPORT	View image in PDF format
01/14/2020 -- ANNUAL REPORT	View image in PDF format
02/06/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
08/25/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/21/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/22/2013 -- ANNUAL REPORT	View image in PDF format
01/04/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
01/19/2010 -- ANNUAL REPORT	View image in PDF format
01/20/2009 -- ANNUAL REPORT	View image in PDF format
01/09/2008 -- ANNUAL REPORT	View image in PDF format
01/10/2007 -- ANNUAL REPORT	View image in PDF format
01/12/2006 -- ANNUAL REPORT	View image in PDF format
01/10/2005 -- ANNUAL REPORT	View image in PDF format
01/20/2004 -- ANNUAL REPORT	View image in PDF format
01/09/2003 -- ANNUAL REPORT	View image in PDF format
01/23/2002 -- ANNUAL REPORT	View image in PDF format
01/11/2001 -- ANNUAL REPORT	View image in PDF format
01/18/2000 -- ANNUAL REPORT	View image in PDF format

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

REGISTER, LESTER DUNN III

REGISTER CONSTRUCTION & ENGINEERING, INC.
3730 NEW TAMPA HWY
LAKELAND FL 33815

LICENSE NUMBER: CGC062859

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/01/2024

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.

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:02:56 PM 5/18/2026

Licensee Information

Name:	**REGISTER, LESTER DUNN III (Primary Name)**
	REGISTER CONSTRUCTION & ENGINEERING, INC. (DBA Name)
Main Address:	**3730 NEW TAMPA HWY LAKELAND Florida 33815**
County:	**POLK**

License Information

License Type:	**Certified General Contractor**
Rank:	**Cert General**
License Number:	**CGC062859**
Status:	**Current,Active**
Licensure Date:	**11/15/2001**
Expires:	**08/31/2026**

Special Qualifications	Qualification Effective
Construction Business	02/14/2017

Alternate Names

View Related License Information
View License Complaint

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

The State of Florida is an AA/EEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

EXHIBIT II: PUBLIC CONSTRUCTION BOND

FRONT PAGE
F.S. CHAPTER 255.05

BOND NO.:	30253439
CONTRACTOR NAME:	Register Construction & Engineering, Inc.
CONTRACTOR ADDRESS:	3730 New Tampa Highway, Lakeland FL 33815
CONTRACTOR PHONE NO:	863-688-7775
SURETY COMPANY:	Western Surety Company 151 N. Franklin Street, CHICAGO, IL 60606 312-822-5000
OWNER NAME: OWNER ADDRESS: OWNER PHONE NO:	Polk County, a political subdivision of the State of Florida 330 W. Church St Bartow, FL 33830 (863) 534-6757
OBLIGEE NAME: (if contracting entity is different from the owner, the contracting public entity)	N/A
OBLIGEE ADDRESS:	N/A
OBLIGEE PHONE NO:	N/A
BOND AMOUNT:	$ 2,680,650.00
CONTRACT NUMBER:	Bid 25-614
GENERAL DESCRIPTION OF PROJECT:	Construct and install a new inspection and testing Building for the Roads & Drainage Division.
PROJECT LOCATION:	3000 Sheffield Road, Winter Haven, FL 33880

Bond No. 30253439

EXHIBIT II (cont'd): PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That Register Construction & Engineering, Inc., as Principal, and Western Surety Company, as Surety, located at 151 N. Franklin Street, CHICAGO, IL 60606, (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of $ 2,680,650.00 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 11th day of MAY, 2026

Bond No. 30253439

ATTEST:

Witness L.D. REGISTER JR

Witness LESTER REGISTER III

PRINCIPAL: Register Construction & Engineering, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

MIKE BUTLER
Printed Name

SECRETARY TREASURER
Title of Person Signing Above

ATTEST:

Witness Eileen Heard, Surety Witness

Witness Peter Alesci, Surety Witness

SURETY: Western Surety Company
Printed Name

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

Kevin R. Wojtowicz
Printed Name

Acrisure, LLC, 1000 Central Ave, #200,
St. Petersburg FL 33705
Business Address

727-209-1803

Bond No. 30253439

EXHIBIT III: PAYMENT OF STORED MATERIALS

As regards payment for stored materials on Bid # 25-614, and the inclusion by Register Construction & Engineering, Inc. (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 11TH day of MAY, 2026 by Western Surety Company

(Name of Surety)

Authorized signature of Surety
Kevin R. Wojtowicz, Attorney in fact
and Florida Licensed Resident Agent

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Don Bramlage, Laura D Mosholder, Charles J Nielson, D A Belis, Brett M Rosenhaus, Kevin R Wojtowiez, Charles D Nielson, David R Hoover, Daniel F Oaks of Miami Lakes and St Petersburg, FL
Laura D Mosholder, Charles J Nielson, D A Belis, Charles D Nielson, Brett M Rosenhaus, David R Hoover, Kevin R Wojtowicz of Lake Worth FL
Don Bramlage, Laura D Mosholder, Charles J Nielson, D A Belis, Charles D Nielson, David R Hoover, Daniel F Oaks, Brett M Rosenhaus, Kevin R Wojtowicz of Pensacola, FL Kevin Richard Wojtowicz, Arthur Colley, Nicole Colley of Charlotte, NC, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of , 2026

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

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."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Western Surety Company

BestLink AMB #: 000974 NAIC #: 13168 FEIN #: 460204900

Mailing Address
151 N. Franklin Street
Chicago, Illinois 60606
United States

View Additional Address Information

Web: www.cna.com
Phone: 312-822-5000

AM Best Rating Unit: AMB #: 018214 - Western Surety Group

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 050177 - Loews Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	December 03, 2025
Initial Rating Date:	June 30, 1922

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Elizabeth Blemble
Director: Alan Murray
Note: *See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.*

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	December 03, 2025
Initial Rating Date:	June 21, 2005

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Upgrades Credit Ratings of CNA Financial Corporation and Its Subsidiaries
December 03, 2025

Financial Size Category View Definition

Financial Size Category: XIII (USD 1.25 Billion to Less than 1.50 Billion)

u Denotes Under Review Best's Rating

Rating History

A.M. Best has provided ratings & analysis on this company since 1922.

Financial Strength Rating

Effective Date	Rating
December 03, 2025	A+
December 05, 2024	A
December 15, 2023	A
August 17, 2023	A
August 04, 2022	A
July 08, 2021	A

Long-Term Issuer Credit Rating

Effective Date	Rating
December 03, 2025	aa-
December 05, 2024	a+
December 15, 2023	a+
August 17, 2023	a+
August 04, 2022	a+
July 08, 2021	a+

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
018214	Western Surety Group (SG) Rating Unit	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 018214 - Western Surety Group.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

Western Surety Company

(NAIC #13188)

BUSINESS ADDRESS: 151 N. Franklin Street, CHICAGO, IL 60606
PHONE: (312) 822-5000
UNDERWRITING LIMITATION b/: $147,759,000
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY
INCORPORATED IN: South Dakota

Surety Check 5.18.26 - TS

PART D – EXHIBITS

EXHIBIT I: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Register Construction & Engineering, Inc. (hereinafter called the Principal) and Western Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of South Dakota ,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 * see below dollars ($ $127,650) 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 25-614, Construction of a New Inspection & Testing Building.

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 10th day of December 20 25 .

* One hundred twenty-seven thousand six hundred fifty and 00/100 dollars

ATTEST:

Witness

Witness

PRINCIPAL: Register Construction & Engineering, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

MIKE BUTLER
Printed Name

TREASURER
Title of Person Signing Above

ATTEST:

Witness
Eileen Heard, Surety Witness

Witness
Jordan Long, Surety Witness

SURETY: Western Surety Company
Printed Name

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

Kevin Wojtowicz
Printed Name

Acrisure, LLC, 1000 Central Ave, #200,
St. Petersburg FL 33705
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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Don Bramlage, Laura D Mosholder, Charles J Nielson, D A Bells, Brett M Rosenhaus, Kevin R Wojtowicz, Charles D Nielson, David R Hoover, Daniel F Oaks of Miami Lakes and St Petersburg, FL
Laura D Mosholder, Charles J Nielson, D A Bells, Charles D Nielson, Brett M Rosenhaus, David R Hoover, Kevin R Wojtowicz of Lake Worth FL
Don Bramlage, Laura D Mosholder, Charles J Nielson, D A Bells, Charles D Nielson, David R Hoover, Daniel F Oaks, Brett M Rosenhaus, Kevin R Wojtowicz of Pensacola, FL Kevin Richard Wojtowicz, Arthur Colley, Nicole Colley of Charlotte, NC, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of December, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

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."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

AM Best Rating Services

Western Surety Company

BestLink | AMB #: 000974 NAIC #: 13188 FEIN #: 460284800

Mailing Address
151 N. Franklin Street
Chicago, Illinois 60606
United States

View Additional Address Information

Web: www.cna.com
Phone: 312-822-5000

AM Best Rating Unit: AMB #: 018214 - Western Surety Group

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 050177 - Loews Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	December 03, 2025
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	December 03, 2025
Initial Rating Date:	June 21, 2005

Financial Size Category View Definition

Financial Size Category:	XIII (USD 1.25 Billion to Less than 1.50 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Elizabeth Bamble
Director: Alan Murray
Note: *See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Upgrades Credit Ratings of CNA Financial Corporation and Its Subsidiaries
December 03, 2025

Rating History

A.M. Best has provided ratings & analysis on this company since 1922.

Financial Strength Rating

Effective Date	Rating
December 03, 2025	A+
December 05, 2024	A
December 15, 2023	A
August 17, 2023	A
August 04, 2022	A
July 08, 2021	A

Long-Term Issuer Credit Rating

Effective Date	Rating
December 03, 2025	aa-
December 05, 2024	a+
December 15, 2023	a+
August 17, 2023	a+
August 04, 2022	a+
July 08, 2021	a+

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
018214	Western Surety Group (SG) Rating Unit	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 018214 - Western Surety Group.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

Western Surety Company

(NAIC #13188)

BUSINESS ADDRESS: 151 N. Franklin Street, CHICAGO, IL 60606
PHONE: (312) 822-5000
UNDERWRITING LIMITATION b/: $147,759,000
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY
INCORPORATED IN: South Dakota

Surety Check 5.18.26 - TS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2026

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
Higginbotham Insurance Agency, Inc.
91 Lake Morton Drive
Lakeland FL 33801

License#: 2081754

CONTACT NAME: Tennille Hillebrand
PHONE (A/C, No, Ext): 863-316-3713 FAX (A/C, No): 863-688-4344
E-MAIL ADDRESS: stahlcertificateslakeland@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Insurance Company	19488
INSURER B : Amerisure Mutual Insurance Company	23396
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Register Construction & Engineering Inc
3730 New Tampa Hwy
Lakeland FL 33815-3332
REGICON-02

COVERAGES **CERTIFICATE NUMBER:** 816587657 **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	Y	Y	CPP212940500	4/1/2026	4/1/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY	Y		CA 40015390002	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CU21294060002	4/1/2026	4/1/2027	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Inland Marine			CPP212940500	4/1/2026	4/1/2027	Limit	150,000
							Deductible	500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Polk County, a political subdivision of the State of Florida is included as additional insured where required by written contract with respect to General Liability and Automobile Liability as per terms and conditions of the policy. Waiver of Subrogation has been granted where required by written contract with respect to General Liability as per terms and conditons of the policy.

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida
330 W. Church Street
P.O. Box 9050 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

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/18/2025

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: Catherine Stergeos
Harper Insurance Group, LLC 4625 East Bay Drive Ste 302 Clearwater FL 33764	PHONE (A/C, No, Ext): 727-725-1703 FAX (A/C, No): E-MAIL ADDRESS: cstergeos@harperinsgrp.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Register Construction & Engineering, Inc. 3730 New Tampa Hwy Lakeland FL 33815	INSURER A: Insurance Co. of the West	ICW
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20251218204248465 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A	Y	WFL216212018	01/01/2026	01/01/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Workers Comp Waiver of Subrogation is provided in favor of Polk County for all work performed for the County.

CERTIFICATE HOLDER

Polk County a political subdivision of the
State of Florida
330 West Church Street
PO Box 9005 Drawer AS05
Bartow FL 33831-9005

Email: CONTRACTORLICENSING@POLK-COUNTY.NET

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Amerisure Insurance Company

BestLink AMB #: 004032 NAIC #: 19488 FEIN #: 381969912

Mailing Address
26777 Halsted Road
Farmington Hills, Michigan 48331-3586
United States

View Additional Address Information

Web: www.amerisure.com
Phone: 248-615-9000
Fax: 248-426-7892

AM Best Rating Unit: AMB #: 004071 - Amerisure Companies

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 052536 - Amerisure Mutual Holdings, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	March 25, 2026
Initial Rating Date:	June 30, 1969

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	March 25, 2026
Initial Rating Date:	June 18, 2007

Financial Size Category View Definition

Financial Size Category: XIII (USD 1.25 Billion to Less than 1.50 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Elizabeth Bamble
Director: Alan Murray
Note: *See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Rating History

A.M. Best has provided ratings & analysis on this company since 1969.

Financial Strength Rating

Effective Date	Rating
March 25, 2026	A
March 25, 2025	A
February 29, 2024	A
February 23, 2023	A
February 24, 2022	A

Long-Term Issuer Credit Rating

Effective Date	Rating
March 25, 2026	a
March 25, 2025	a
February 29, 2024	a
February 23, 2023	a
February 24, 2022	a

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 004071 - Amerisure Companies.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

Amerisure Mutual Insurance Company

BestLink AMB #: 000604 NAIC #: 23396 FEIN #: 380629210

Mailing Address
26777 Halsted Road
Farmington Hills, Michigan 48331-3586
United States

View Additional Address Information

Web: www.amerisure.com
Phone: 248-615-9000
Fax: 248-426-7992

AM Best Rating Unit: AMB #: 004071 - Amerisure Companies

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 052536 - Amerisure Mutual Holdings, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	March 25, 2026
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	March 25, 2026
Initial Rating Date:	June 18, 2007

Financial Size Category View Definition

Financial Size Category: XIII (USD 1.25 Billion to Less then 1.50 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Elizabeth Bamble
Director: Alan Murray
Note: *See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Rating History

A.M. Best has provided ratings & analysis on this company since 1922.

Financial Strength Rating

Effective Date	Rating
March 25, 2026	A
March 25, 2025	A
February 29, 2024	A
February 23, 2023	A
February 24, 2022	A

Long-Term Issuer Credit Rating

Effective Date	Rating
March 25, 2026	a
March 25, 2025	a
February 29, 2024	a
February 23, 2023	a
February 24, 2022	a

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
004071	Amerisure Companies (G) Rating Unit	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 004071 - Amerisure Companies.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

AM Best Rating Services

Insurance Company of the West

BestLink | AMB #: 004667 NAIC #: 27847 FEIN #: 952788232

Mailing Address
P.O. Box 509039
San Diego, California 92150
United States

View Additional Address Information

Web: www.icwgroup.com
Phone: 858-350-2400
Fax: 858-350-2792

AM Best Rating Unit: AMB #: 002967 - ICW Group

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 051656 - Ernest Rady Trust is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2025
Initial Rating Date:	June 30, 1978

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2025
Initial Rating Date:	July 30, 2007

Financial Size Category View Definition

Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Financial Analyst II: Christine DePalma
Director: Edin Imamovic
Note: *See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Rating History

A.M. Best has provided ratings & analysis on this company since 1978.

Financial Strength Rating

Effective Date	Rating
December 10, 2025	A
December 18, 2024	A
December 07, 2023	A
November 23, 2022	A
November 19, 2021	A

Long-Term Issuer Credit Rating

Effective Date	Rating
December 10, 2025	a
December 18, 2024	a
December 07, 2023	a
November 23, 2022	a
November 19, 2021	a

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
002967	ICW Group (G) Rating Unit	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 002967 - ICW Group.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
SS
County of Polk)
Jack Wood, being first duly sworn, deposes and says that:

1. They are Jack Wood of Register Construction & Engineering, 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: Jack Wood Title: Project Manager
STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10TH day of DECEMBER, 2025, by MIKE BUTLER (*name*) as SECRETARY/TREASURER (*title of officer*) of REGISTER CONSTRUCTION (*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: MIKE BUTLER
Notary Commission Number and Expiration: _____
(AFFIX NOTARY SEAL)

Notary Public State of Florida
Robert Michael Butler
My Commission HH 616538
Expires 11/25/2028

Exhibit VI-A
Subcontractor List

Exhibit VI-A Bid # 25-614 Register Construction & Engineering, Inc.

		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 & Fee	Register Construction	$ 348,599.00	100%													$ 348,599.00	13.65%
Sitework	Roggen Clyne Development	$ 210,425.00	100%													$ 210,425.00	8.24%
Concrete	Rock Solid Concrete	$ 185,985.00	100%													$ 185,985.00	7.28%
Masonry	Register Construction	$ 11,996.00	100%													$ 11,996.00	0.47%
PEMB	Steel Craft Builders	$ 687,959.00	78%	$ 97,020.00	11%			$ 97,020.00	11%							$ 881,999.00	34.55%
Aluminum Canopy	Tampa Bay Awning	$ 7,441.00	100%													$ 7,441.00	0.29%
Rough Carpentry	Register Construction	$ 3,500.00	100%													$ 3,500.00	0.14%
Doors/Hardware	Mills & Nebraska			$ 56,501.00	100%											$ 56,501.00	2.21%
Glass/Glazing	Door & Co	$ 57,838.00	100%													$ 57,838.00	2.27%
Metal Studs/Drywall	Quality Contractors	$ 120,267.00	100%													$ 120,267.00	4.71%
Acoustical Ceiling	Acoustical Services	$ 8,890.00	50%	$ 8,890.00	50%											$ 17,780.00	0.70%
Flooring	Duffy & Lee	$ 29,974.00	100%													$ 29,974.00	1.17%
Resinous Flooring	Stonhard	$ 21,478.00	100%													$ 21,478.00	0.84%
Painting	C&C Painting Contractors							$ 16,565.00	100%							$ 16,565.00	0.65%
Signs	Mark Master							$ 8,256.00	100%							$ 8,256.00	0.32%
Toilet Accs/FE	Register Construction	$ 5,519.00	100%													$ 5,519.00	0.22%
Appliances	Register Construction	$ 9,000.00	100%													$ 9,000.00	0.35%
Window Shades	Register Construction	$ 7,000.00	100%													$ 7,000.00	0.27%
Cabinets/Counter Tops	OnePointe Solutions	$ 76,941.00	100%													$ 76,941.00	3.01%
Fire Sprinklers	Piper Fire Protection	$ 32,630.00	100%													$ 32,630.00	1.28%
Plumbing	A Step Above Plumbing	$ 94,000.00	100%													$ 94,000.00	3.68%
HVAC	Payne Air Conditioning	$ 120,000.00	100%													$ 120,000.00	4.70%
Electrical	AEI Electrical Construction	$ 192,000.00	100%													$ 192,000.00	7.52%
Security	Specialty Electronic Systems	$ 37,306.00	100%													$ 37,306.00	1.46%
SubTotals		$ 2,268,748.00		$ 162,411.00		$ -		$ 121,841.00		$ -		$ -		$ -		$ 2,553,000.00	100.00%
Allowance																$ 127,650.00	
TOTAL																$ 2,680,650.00	

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)

Kyle T. Clyne, being first duly sworn, deposes and says that:

1. They are President of Roggen Clyne Development, 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 Register Construction the Contractor for certain work in connection with Bid: 25-614, Construction of new Construction and Testing Building.
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 President

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 4th day of May, 2026, by Kyle Clyne (*name*) as President (*title of officer*) of Roggen Clyne (*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: Kevin Roggen

Notary Commission Number and Expiration: May 9 2029

(AFFIX NOTARY SEAL)

KEVIN ROGGEN
Notary Public - State of Florida
Commission # HH 647123
My Comm. Expires May 9, 2029
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 Polk)

Matt Guay, being first duly sworn, deposes and says that:

1. They are VP of Rock Solid Concrete, 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 Registre Construction the Contractor for certain work in connection with Bid: 25-614, Construction of new Construction and Testing Building.
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 Vice President

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 4th day of May, 2026 by Matt Guay (*name*) as VP (*title of officer*) of Rock Solid Concrete (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature Lauren B. Earnest

Printed Name of Notary Public: Lauren Earnest

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

LAUREN EARNEST
Commission # HH 763941
Expires May 4, 2030

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 Marion)

Brad Hammett, being first duly sworn, deposes and says that:

1. They are Manager of Steel Craft Builders, 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 Register construction the Contractor for certain work in connection with Bid: 25-614, Construction of new Construction and Testing Building.
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 Manager

STATE OF Florida

COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5th day of May, 2026, by Brad Hammett (*name*) as Manager (*title of officer*) of Steel Craft Builders (*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: Tori Crawford

Notary Commission Number and Expiration: 3/21/30

(AFFIX NOTARY SEAL)

TORI CRAWFORD
Notary Public - State of Florida
Commission # HH 764246
My Comm. Expires Mar 21, 2030
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 Nevada)

SS

County of Clark)

Michael Freed, being first duly sworn, deposes and says that:

1. They are Office Manager of Tampa Bay Awning LLC, 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 Register Construction the Contractor for certain work in connection with Bid: 25-614, Construction of new Construction and Testing Building.
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 Michael Joseph Freed

Title ~~Owner~~ AM Office Manager

STATE OF Nevada

COUNTY OF Clark

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 19th day of May, 202 6, by Michael Joseph Freed (*name*) as Office Manager (*title of officer*) of Tampa Bay Awning (*entity name*), on behalf of the company, who ☐ is personally known to me or ☑ has produced Florida Driver's License as identification.

Notary Public Signature: Angela Mattox

Printed Name of Notary Public: Angela Mattox

Notary Commission Number and Expiration: 07/11/2027

(AFFIX NOTARY SEAL)

Angela Mattox
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 24-5107-01
Expires July 11, 2027

This instrument was acknowledged before me on 05/19/2026 by Michael Joseph Freed.
Notarized remotely using audio-video communication technology via Proof.

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 Orange)

Jill Valente, being first duly sworn, deposes and says that:

1. They are Contract Admin of Mills + Nebraska, LLC, 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 Register Construction the Contractor for certain work in connection with Bid: 25-614, Construction of new Construction and Testing Building.
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 Jill Valente

Title Contract Administrator

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14 day of May, 2025 by Jill Valente (*name*) as Contract Admin (*title of officer*) of Mills Nebraska (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Heather Solomon

Printed Name of Notary Public: Heather Solomon

Notary Commission Number and Expiration: HH 602833 2/13/2027

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Heather A Solomon
My Commission HH 602833
Expires 2/13/2027

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 PINELLAS)

ANTHONY CULLOTTA, being first duly sworn, deposes and says that:

1. They are CEO of DOOR & CO, LLC, 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 REGISTER CONSTRUCTION the Contractor for certain work in connection with Bid: 25-614, Construction of new Construction and Testing Building.
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 PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of MAY, 2026, by ANTHONY CULLOTTA (*name*) as CEO (*title of officer*) of DOOR & CO, LLC (*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: LINDA FELLOWS

Notary Commission Number and Expiration: 6/11/29

(AFFIX NOTARY SEAL)

LINDA WILLEY FELLOWS
MY COMMISSION # HH 686893
EXPIRES: June 11, 2029

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)

Kip Gatlin, being first duly sworn, deposes and says that:

1. They are President of Quality Contractors, 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 Register Construction the Contractor for certain work in connection with Bid: 25-614. Construction of new Construction and Testing Building.
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 Kip Gatlin

Title President

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 11th day of May, 2026, by Kip Gatlin (name) as President (title of officer) of Quality Contractors Inc (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced as identification.

Notary Public Signature: Brenda Lee Thornhill

Printed Name of Notary Public: Brenda Lee Thornhill

Notary Commission Number and Expiration:

(AFFIX NOTARY SEAL)

BRENDA LEE THORNHILL
Notary Public - State of Florida
Commission # HH 606052
My Comm. Expires Nov 13, 2028
Bonded through National Notary Assn.

93

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)

Craig Bryant Jr, being first duly sworn, deposes and says that:

1. They are President of Acoustical Services 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 Register Const. the Contractor for certain work in connection with Bid: 25-614, Construction of new Construction and Testing Building.
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 President

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of May, 2026, by Craig Bryant Jr (*name*) as President (*title of officer*) of ASI (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Erin Bryant

Printed Name of Notary Public: Erin Bryant

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

ERIN N. BRYANT
MY COMMISSION # HH 676022
EXPIRES: August 12, 2029

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 BROWARD)

WILLIAM DUFFY JR, being first duly sworn, deposes and says that:

1. They are PRESIDENT of DUFFY AND LEE COMPANY, 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 REGISTER CONSTRUCTION the Contractor for certain work in connection with Bid: 25-614, Construction of new Construction and Testing Building.
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 PRESIDENT

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12 day of MAY, 2026, by WILLIAM DUFFY JR (*name*) as PRESIDENT (*title of officer*) of DUFFY AND LEE COMPANY (*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: Ana C. Pribisco

Notary Commission Number and Expiration: 5/1/2030

(AFFIX NOTARY SEAL)

ANA C. PRIBISCO
Notary Public - State of Florida
Commission # HH 773054
My Comm. Expires May 1, 2030
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 New Jersey)

SS

County of Camden)

Laura Mason, being first duly sworn, deposes and says that:

1. They are Supervisor SE Region of Stonhard, division of StonCor Group, 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 Register Construction the Contractor for certain work in connection with Bid: 25-614, Construction of new Construction and Testing Building.
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 Laura Mason

Title Supervisor Southeast Region

STATE OF New Jersey

COUNTY OF Camden

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of May, 2026, by Laura Mason (*name*) as Supervisor SE Region (*title of officer*) of Stonhard, division of StonCor Group, Inc. (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Michelle J Hayes

Printed Name of Notary Public: Michelle J Hayes

Notary Commission Number and Expiration: 7/12/2029

(AFFIX NOTARY SEAL)

MICHELLE J HAYES NOTARY PUBLIC NEW JERSEY My Comm. Exp. 07-12-2029

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 Hillsborough)

Juan D Salazco, being first duly sworn, deposes and says that:

1. They are Project manager of CBC painting, 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 Register Construction the Contractor for certain work in connection with Bid: 25-614, Construction of new Construction and Testing Building.
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 Project manager

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6 day of May, 2026, by Juan D Salazco (*name*) as Project manager (*title of officer*) of CBC Painting (*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)

NATALIE SIERRA OROZCO
MY COMMISSION # HH 756508
EXPIRES: February 14, 2030

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 Hillsborough)

Craig Moore, being first duly sworn, deposes and says that:

1. They are the Vice President of Sales of MarkMaster 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 Register Construction the Contractor for certain work in connection with Bid: 25-614, Construction of new Construction and Testing Building.
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] (Craig Moore)

Title Chief Sales Officer

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of May, 2026, 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: [signature] Jasmine Marie Studemire

Printed Name of Notary Public: Jasmine Marie Studemire

Notary Commission Number and Expiration: 9/15/2028

(AFFIX NOTARY SEAL)

JASMINE MARIE STUDEMIRE
Notary Public, State of Florida
Commission# HH 593048
My comm. expires Sept. 15, 2028

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 Texas)

SS

County of Bastrop.)

Ashley Wright, being first duly sworn, deposes and says that:

1. They are VP of OnePointe Solutions, 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 Register Construction the Contractor for certain work in connection with Bid: 25-614, Construction of new Construction and Testing Building.
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 Vice President of Operations.

STATE OF Texas

COUNTY OF Bastrop

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 4 day of May, 2026, by Ashley Wright (*name*) as VP of Operations (*title of officer*) of OnePointe Solutions (*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: ANNA MARIE LAURENT

Notary Commission Number and Expiration: 08-10-2026

(AFFIX NOTARY SEAL) 133261236

AnnaMarie Laurent NOTARY PUBLIC STATE OF TEXAS ID 133261236 EXPIRES 08/10/2029

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 Pinellas)

Chris Johnson, being first duly sworn, deposes and says that:

1. They are _____ of Piper Fire Protection, LLC, 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: 25-614, Construction of new Construction and Testing Building.
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 President

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 19 day of May, 2026, by Chris Johnson (*name*) as President (*title of officer*) of Piper Fire Protection, LLC (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Maria Bodrog

Printed Name of Notary Public: Maria Bodrog

Notary Commission Number and Expiration: 6/5/26

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Maria Bodrog
My Commission HH 571451
Expires 6/5/2026

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)

Chris Gainer, being first duly sworn, deposes and says that:

1. They are President of A Step Above Plumbing, 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 _____ the Contractor for certain work in connection with Bid: 25-614, Construction of new Construction and Testing Building.
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 President

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of May, 2026, by Chris Gainer (*name*) as President (*title of officer*) of A Step Above Plumbing (*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: Christine M. Whitlock

Notary Commission Number and Expiration: February 3, 2028

CHRISTINE M. WHITLOCK
MY COMMISSION # HH 482667
EXPIRES: February 3, 2028

(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 FLORIDA)

SS

County of POLK)

RANDY HENDERSON, being first duly sworn, deposes and says that:

1. They are MANAGER of PAYNE AIR CONDITIONING, 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 REGISTER CONSTRUCTthe Contractor for certain work in connection with Bid: 25-614, Construction of new Construction and Testing Building.
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 Randy Henderson

Title Commercial Install Dept. Manager

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of [xx] physical presence or [ ] online notarization, this 6 day of May, 2026, by Randy Henderson (*name*) as Comm. Dept. Mgr (*title of officer*) of Payne Air Conditioning (*entity name*), on behalf of the company, who [xx] is personally known to me or [ ] has produced _____ as identification.

Notary Public Signature: Mary Volner

Printed Name of Notary Public: Mary Volner

Notary Commission Number and Expiration: November 28, 2027

(AFFIX NOTARY SEAL)

MARY VOLNER
Notary Public - State of Florida
Commission # HH 468030
My Comm. Expires Nov 28, 2027
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 Polk)

Lloyd H Arnett III, being first duly sworn, deposes and says that:

1. They are owner of AEI Electrical Construction, 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 Register Construction the Contractor for certain work in connection with Bid: 25-614, Construction of new Construction and Testing Building.
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 LQ Arn

Title Lloyd Arnett/President

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7th day of May, 2026, by Lloyd Arnett (*name*) as owner (*title of officer*) of AEI Electric (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Stephen Ross Nichols II

Printed Name of Notary Public: Stephen Ross Nichols II

Notary Commission Number and Expiration: HH 227229

(AFFIX NOTARY SEAL)

STEPHEN ROSS NICHOLS II
Notary Public - State of Florida
Commission # HH 227229
My Comm. Expires Jun 7, 2026
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 Pasco)

Kevin Dail, being first duly sworn, deposes and says that:

1. They are Owner of Specialty Electronic Systems, 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 Register Construction the Contractor for certain work in connection with Bid: 25-614, Construction of new Construction and Testing Building.
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 K. Dail

Title President

STATE OF FL

COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5th day of May, 2026, by Kevin Dail (*name*) as President (*title of officer*) of Specialty Electronic Systems, Inc. (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Kristine Marie Dail

Printed Name of Notary Public: Kristine Marie Dail

Notary Commission Number and Expiration: 3/10/28

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Kristine Marie Dail
My Commission HH 502217
Expires 3/10/2028

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 # 25-614

REGISTER CONSTRUCTION & ENGINEERING INC

Contractor

Signature

MIKE BUTLER, SECRETARY TREASURER

Printed Name of Signer

4/30/2026

Date

PART C – BID SHEETS AND ACKNOWLEDGEMENT FORM (Lump Sum Price)
NAME OF PROJECT: Bid 25-614, Construction of a New Inspection & Testing Building

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 $ 2,553,000.00

WRITTEN AMOUNT (SPELL OUT) Two Million Five Hundred Fifty Three 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 **210** CALENDAR DAYS FOR FINAL COMPLETION

NAME OF BIDDER Register Construction & Engineering, Inc.
(type or printed firm, corporation, business or individual)

Deduct to Use Alternate Metal Panels $157,825.00 One Hundred Fifty Seven Thousand Eight Hundred Twenty Five Dollars Zero Cents

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

CGC062859 — State Certification Number

Lester Register III — 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. 1,4 Date 11/10/2025 11/25/2025

Addendum No. 2,5 Date 11/14/2025 11/26/2025

Addendum No. 3,6 Date 11/21/2025 12/08/2025

We understand all requirements and state that as a legitimate bidder we will comply with all the stipulations included in the bid package.

Submittal Date 12/10/2025
(Bid Receiving Date)

BIDDER: Register Construction & Engineering, Inc.

BY: Jack Wood
(Authorized Signature – in ink)

Jack Wood
(Printed Name of Signer)

Project Manager
(Printed Title of Signer)

3730 New Tampa Hwy — Address
Lakeland — City
FL — State
33815 — Zip Code

863-688-7775
Telephone Number

Email Address jack@registerconstruction.net

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 10TH day of DECEMBER 2025, by MIKE BUTLER (name) as SECRETARY/TREASURER title of officer) of REGISTER CONSTRUCTION (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: MIKE BUTLER

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL) * see below

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 _____ 202__, 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 _____

*

Notary Public State of Florida
Robert Michael Butler
My Commission HH 616538
Expires 11/25/2028

November 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM # 1
BID # 25-614, Construction of a New Inspection & Testing Building

---

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/answers, ***"Bid 25-614, Addendum 1"*** attachment added to FTP Site and bid receiving date extension.

The Bid Receiving Date has been extended two (2) weeks. The revised Bid Receiving Date is Wednesday, December 3, 2025, prior to 2:00 p.m.

To receive a copy of the Addendum 1 attachment 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 25-614, Bid Attachments", select "Open" or "Save As" to download the Addendum document. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

Addendum 2 forthcoming.

Respectfully,

Tabatha Shirah
Procurement Analyst
Procurement Division

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

Signature	Jack Wood
Printed Name:	Jack Wood
Title:	Project Manager
Company:	Register Construction & Engineering, Inc.

November 14, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM # 2

BID # 25-614, CONSTRUCTION OF A NEW INSPECTION & TESTING BUILDING

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: Additional site-visit information.

Non-mandatory additional site-visit will be held Thursday, November 20, 2025, at 1:30 p.m. in the Roads & Drainage Building, located at 3000 Sheffield Road, Winter Haven, FL 33880.

Only the contractors who attended the Mandatory Pre-Bid/Site-Visit held on Tuesday, October 28, 2025 are eligible to submit a bid. The purpose of this site-visit is to allow vendors to bring subcontractors, take measurements, etc. if they were unable to at the mandatory.

Respectfully,

Tabatha Shirah
Sr. Procurement Analyst
Procurement Division

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

Signature	Jack Wood
Printed Name:	Jack Wood
Title:	Project Manager
Company:	Register Construction & Engineering, Inc.

November 21, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM # 3
BID # 25-614, Construction of a New Inspection & Testing Building

---

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/answers and revised drawings added to the FTP Site.

To receive a copy of 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 25-614, Bid Attachments"**, select "Open" or "Save As" to download the **"Bid 25-614, Addendum 3 – Revised Drawings."** If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathshirah@polkfl.gov.

Respectfully,

Tabatha Shirah
Procurement Analyst
Procurement Division

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

Signature	Jack Wood
Printed Name:	Jack Wood
Title:	Project Manager
Company:	Register Construction & Engineering, Inc.

November 25, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM # 4
BID # 25-614, Construction of a New Inspection & Testing Building

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/answers and bid receiving date extension.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, December 10, 2025, prior to 2:00 p.m.

Respectfully,

Tabatha Shirah
Sr. Procurement Analyst
Procurement Division

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

Signature	Jack Wood
Printed Name:	Jack Wood
Title:	Project Manager
Company:	Register Construction & Engineering, Inc.

November 26, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM # 5
BID # 25-614, Construction of a New Inspection & Testing Building

---

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

Contained within this addendum: revision.

Revision to Reference Sheet E-102:

1. Lighting Fixture Schedule:
    a) Fixture type 'B' shall be revised to METALUX #AVT2-LD5-6-DR100-W-UNVL840-SSL-WL / 4FT VAPORTITE 6000 LUMEN LINEAR FIXTURE WITH IMPACT LENS.
    b) Delete fixture type 'G'.

Respectfully,

Tabatha Shirah
Sr. Procurement Analyst
Procurement Division

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

Signature	Jack Wood
Printed Name:	Jack Wood
Title:	Project Manager
Company:	Register Construction & Engineering, Inc.

December 8, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM # 6
BID # 25-614, Construction of a New Inspection & Testing Building

---

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: question/answer.

Q1: It was brought to our attention by a local company that furnishes and erects pre-engineered metal buildings that a local contractor bidding the project requested an erection bid only for low line metal building (frame only) and he intended to purchase the panels and metal building from separate manufacturers and have separate erectors for the building and the panels. With the above stated, and to enable all the bidders to submit apple to apple bids, we are requesting response?

A1: All Bidders shall ensure that the pre-engineered metal building (PEMB) and all required PEMB components shall meet the requirements of the construction documents. Prime bidders shall obtain all required clarifications from the FL licensed structural engineer, PEMB and Structural Insulated Panels (SIP) manufacturers since the delegated design is the prime bidders responsibility.

This response/clarification is not intended to change or modify the construction documents or delegated design requirements.

Respectfully,

Tabatha Shirah
Sr. Procurement Analyst
Procurement Division

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

Signature	Jack Wood
Printed Name:	Jack Wood
Title:	Project Manager
Company:	Register Construction & Engineering, 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

REGISTER, LESTER DUNN III

REGISTER CONSTRUCTION & ENGINEERING, INC.
3730 NEW TAMPA HWY
LAKELAND FL 33815

LICENSE NUMBER: CGC062859

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/01/2024

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.

DIVISION OF CORPORATIONS

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

Detail by Entity Name

Florida Profit Corporation
REGISTER CONSTRUCTION & ENGINEERING, INC.

Filing Information

Document Number	410949
FEI/EIN Number	59-1419729
Date Filed	10/17/1972
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	05/09/1984
Event Effective Date	NONE

Principal Address

3730 NEW TAMPA HWY
LAKELAND, FL 33815

Changed: 01/24/1997

Mailing Address

3730 NEW TAMPA HWY
LAKELAND, FL 33815

Changed: 01/20/2004

Registered Agent Name & Address

REGISTER, LESTER D
3730 NEW TAMPA HIGHWAY
LAKELAND, FL 33815

Address Changed: 01/18/2000

Officer/Director Detail

Name & Address

Title S/T

BUTLER, MIKE
511 HOWARD AVE
LAKELAND, FL 33815

Title CEO

REGISTER, LESTER D. JR.
620 LONE PALM DRIVE
LAKELAND, FL 33815

Title President

REGISTER III, LESTER D
480 Canterwood Drive
Mulberry, FL 33860

Annual Reports

Report Year	Filed Date
2024	03/04/2024
2024	09/30/2024
2025	02/06/2025

Document Images

02/06/2025 -- ANNUAL REPORT	View image in PDF format
09/30/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
03/04/2024 -- ANNUAL REPORT	View image in PDF format
01/23/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
01/11/2021 -- ANNUAL REPORT	View image in PDF format
01/14/2020 -- ANNUAL REPORT	View image in PDF format
02/06/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
08/25/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/21/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/22/2013 -- ANNUAL REPORT	View image in PDF format
01/04/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
01/19/2010 -- ANNUAL REPORT	View image in PDF format
01/20/2009 -- ANNUAL REPORT	View image in PDF format
01/09/2008 -- ANNUAL REPORT	View image in PDF format
01/10/2007 -- ANNUAL REPORT	View image in PDF format
01/12/2006 -- ANNUAL REPORT	View image in PDF format
01/10/2005 -- ANNUAL REPORT	View image in PDF format
01/20/2004 -- ANNUAL REPORT	View image in PDF format
01/09/2003 -- ANNUAL REPORT	View image in PDF format
01/23/2002 -- ANNUAL REPORT	View image in PDF format
01/11/2001 -- ANNUAL REPORT	View image in PDF format
01/18/2000 -- ANNUAL REPORT	View image in PDF format

01/26/1999 -- ANNUAL REPORT	View image in PDF format
02/04/1998 -- ANNUAL REPORT	View image in PDF format
01/24/1997 -- ANNUAL REPORT	View image in PDF format
01/25/1996 -- ANNUAL REPORT	View image in PDF format
01/18/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 9582 **CLASS: B+** **EXPIRES: 09/30/2026**

OWNER NAME	LOCATION
LESTER DUNN JR - CERT REGISTER	3730 NEW TAMPA HWY LAKELAND

BUSINESS NAME AND MAILING ADDRESS

REGISTER CONSTRUCTION & ENGINEERING INC
REGISTER CONSTRUCTION & ENGINEERING INC

3730 NEW TAMPA HWY
LAKELAND, FL 338153332

CODE **ACTIVITY TYPE**

230150 CONTRACTOR GENERAL

PROFESSIONAL LICENSE (IF APPLICABLE)

DBPR-CGCA02772

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

PAID - 3400991 07/07/2025 OPY **OLP 57.75** **REGISTER CONSTRUCTION & ENGINEERING INC**

TC301F 22

PART D – EXHIBITS

EXHIBIT I: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Register Construction & Engineering, Inc. (hereinafter called the Principal) and Western Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of South Dakota _____,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 Five Percent of Amount Bid dollars ($ 5% amt Bid) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of Bid 25-614, Construction of a New Inspection & Testing Building.

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 10th day of December 20 25 .

ATTEST:

Witness

Witness

PRINCIPAL: Register Construction & Engineering, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

MIKE BUTLER
Printed Name

SECRETARY TREASURER
Title of Person Signing Above

ATTEST:

Witness Eileen Heard, Surety Witness

Witness
Margie Schulz, Surety Witness

SURETY: Western Surety Company
Printed Name

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

Kevin Wojtowicz
Printed Name

Acrisure, LLC, 1000 Central Ave, #200,
St. Petersburg FL 33705
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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Don Bramlage, Laura D Mosholder, D A Belis, Brett M Rosenhaus, David R Hoover, Charles J Nielson, Charles D Nielson, Kevin R Wojtowicz, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of February, 2023.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 9th day of February, 2023, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10 day of December 2025

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
SS
County of Polk)
Jack Wood, being first duly sworn, deposes and says that:

1. They are Jack Wood of Register Construction & Engineering, 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: Jack Wood Title: Project Manager
STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10TH day of DECEMBER, 2025, by MIKE BUTLER (*name*) as SECRETARY/TREASURER (*title of officer*) of REGISTER CONSTRUCTION (*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: MIKE BUTLER
Notary Commission Number and Expiration: _____
(AFFIX NOTARY SEAL)

Notary Public State of Florida
Robert Michael Butler
My Commission HH 616836
Expires 11/25/2028

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 # 25-614
- 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 10 day of December, 2025

Name of Firm Register Construction & Engineering, Inc.

By Jack Wood Jack Wood

Project Manager

Title of Person Signing

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10TH day of DECEMBER, 2025, by MIKE BUTLER (*name*) as SECRETARY/TREASURER (*title of officer*) of REGISTER CONSTRUCTION (*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: MIKE BUTLER

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Robert Michael Butler
My Commission HH 616538
Expires 11/25/2028

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that REGISTER CONSTRUCTION & ENGINEERING INC does:

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

MIKE BUTLER, Secretary Treasurer

Date 4/30/2026

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 # 25-614
- 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 30th day of April, 2026

Name of Firm Register Construction & Engineering, Inc

By _____

Secretary Treasurer

Title of Person Signing

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30th day of April, 2026, by Mike Ritter (*name*) as Secretary Treasurer (*title of officer*) of Register Construction & Engineering, Inc (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Angela Register

Printed Name of Notary Public: Angela D. Register

Notary Commission Number and Expiration: HH602030 10/9/2028

(AFFIX NOTARY SEAL)

ANGELA D. REGISTER
Notary Public
State of Florida
Comm# HH602030
Expires 10/9/2028

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. N/A			$ 0.00	$ 0.00
B. N/A			$0.00	$ 0.00
C. N/A			0.00	$ 0.00
D. N/A			0.00	$ 0.00
			Total	$ 0.00

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: **REGISTER CONSTRUCTION & ENGINEERING INC**

Address: **3730 NEW TAMPA HWY LAKELAND, FL 33815**

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:
   YES XXXX_ NO
2. Compliance Reports were required to be filed in connection with such Contract or subcontract:
   YES XXX NO
3. Bidder has filed all compliance reports due under applicable instructions:
   YES XXX_ 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.

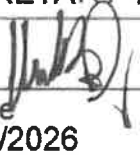
Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

MIKE BUTLER

Printed Name

SECRETARY TREASURER

Title



Signature

4/30/2026

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 30th Day of APRIL 2026

Name of Firm: REGISTER CONSTRUCTION & ENGINEERING INC

By: MIKE BUTLER, Secretary Treasurer
Title of Person Signing

This foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30th day of April, 2026, by MIKE BUTLER (*name*) as SEC/TREASURER (*title of officer*) of REGISTER CONSTRUCTION & ENGINEERING INC (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Angela Register

Printed Name of Notary Public: Angela D. Register

Notary Commission Number and Expiration: HH602030 10/9/2028

(AFFIX NOTARY SEAL)

ANGELA D. REGISTER
Notary Public
State of Florida
Comm# HH602030
Expires 10/9/2028

EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS

Bid 25-614, Construction of New Inspection and Testing Building

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: Register Construction & Engineering Inc

Signature: _____

Title: SECRETARY TREASURER

Date: 4-20-2026

State of: FLORIDA

County of: POLK

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization, this 20th day of April, 2026 by MIKE REGISTER (name) as SECRETARY TREASURER (title of officer) of Register Construction & Engineering Inc (entity name), on behalf of the company, who ✓ is personally known to me or __ has produced _____ as identification.

Notary Public Signature: Angela D Register

Printed Name of Notary Public: Angela D Register

Notary Commission Number and Expiration: HH 602030 10/9/2028

(AFFIX NOTARY SEAL)

ANGELA D. REGISTER
Notary Public
State of Florida
Comm# HH602030
Expires 10/9/2028

EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM
Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid: 25-614

PROJECT NAME: Construction of a New Inspection & Testing Building

The undersigned, as Secretary Treasurer of RegisterConstruction&EngineeringInc(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: Angela Register

PRINTED NAME: Angela D Register

Its: VP Business Development

REGISTER CONSTRUCTION & ENGINEERING, INC.

a FLORIDA CORPORATION

By:

PRINTED NAME: MIKE BUTLER

Its: SECRETARY TREASURER

EXHIBIT XXII EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
(Florida Statutes, Section 448.095)

PROJECT NAME: Construction of New Inspection & Testing Building

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 30TH day of April, 2026

ATTEST:

By: Angela D Register

PRINTED NAME: Angela D. Register

Its: VP Business Development

CONTRACTOR: REGISTER CONSTRUCTION & ENGINEERING INC

By:

PRINTED NAME: MIKE BUTLER

Its: SECRETARY TREASURER

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 MIKE BUTLER, SECRETARY TREASURER (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.

Register Construction & Engineering, Inc.
NONGOVERNMENTAL ENTITY



SIGNATURE

MIKE BUTLER
PRINT NAME

SECRETARY TREASURER
TITLE

4/30/2026
DATE

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.	ALL DIVISIONS SUBMITTED TO PLANHUB TO SOLICIT BIDS ONLINE	
2.	DOOR HARDWARE MILLS + NEBRASKA JIMMY BRAWARD	POTENTIAL SUB
3.	C+C PAINTING JUAN SALAZAR	POTENTIAL SUB
	J GAYTAN PAINTING JOSE GAYTAN	INCOMPLETE SCOPE OF WORK
4.	MARK MASTERS SIGNS BRIDGITTE KRAMER	POTENTIAL SUB
5.	EJ MECHANICAL OMAR WALKER	INCOMPLETE SCOPE OF WORK

POLK COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

BIDDING, CONTRACT DOCUMENTS AND SPECIFICATIONS FOR:

CONSTRUCTION OF A NEW INSPECTION AND TESTING BUILDING

BID FILE NO: # 25-614
County Project #: 5400241

ISSUE DATE: October 17, 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: Tabatha Shirah, CPP

E-Mail: tabathashirah@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: 25-614, Construction of a New Inspection & Testing Building

Description: Construct and install a new inspection and testing building for the Roads & Drainage Division at 3000 Sheffield Road, Winter Haven Florida 33880 in accordance with bid documents.

Receiving Period: Wednesday, November 19, 2025, Prior to 2:00 p.m.

Bid Opening: Wednesday, November 19, 2025, 2:00 p.m.

Special Instructions: A **MANDATORY** pre-bid will be held Tuesday, October 28, 2025, 1:30 p.m. in the Roads & Drainage Building, located at 3000 Sheffield Road, Winter Haven Florida 33880. **A MANDATORY site visit 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 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 25-614, Bid Attachments**, 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 Tabatha Shirah at tabathashirah@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: _____

Table of Contents

CONSTRUCTION OF A NEW INSPECTION AND TESTING BUILDING 1
BID REGISTRATION 2
PART A – BIDDING REQUIREMENTS 8
INVITATION FOR BID 8
INSTRUCTION TO BIDDERS 8
PART B – CONDITIONS OF CONTRACT 23
GENERAL CONDITIONS 23
ARTICLE 1 – CONTRACT DOCUMENTS 23
ARTICLE 2 – DEFINITIONS 23
ARTICLE 3 – PRELIMINARY MATTERS 26
3.1 Delivery of Bonds 26
3.2 Copies of Documents 26
3.3 Commencement of Contract Time; Notice to Proceed 26
3.4 Starting the Work 26
3.5 Before Starting Construction 26
ARTICLE 4 – CONTRACT DOCUMENTS, GOVERNING LAW AND VENUE, INTENT, DISCREPANCIES, AMENDING AND REUSE 28
4.1 Precedence 28
4.2 Conflicts 29
4.3 Amending 29
ARTICLE 5 – PROJECT CONDITIONS 30
5.1 Availability of Lands 30
5.2 Subsurface and Physical Conditions 30
5.3 Limited Reliance by Contractor Authorized Technical Data 30
5.4 Unknown or Concealed Conditions 31
5.5 Physical Conditions – Underground Facilities 31
5.6 Reference Points 32
5.7 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material 33
Article 6 - BONDS, INSURANCE, INDEMNIFICATION 34
6.1 Public Construction Bond and Other Bonds 34
6.2 Certificates of Insurance 34

6.3 Contractor's Liability Insurance 35
6.4 Receipt and Application of Insurance Proceeds 37
6.5 Indemnification 37
ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES 38
7.1 Supervision and Superintendence 38
7.2 Labor, Material and Equipment 39
7.3 Substitute Material or Equipment 39
7.4 Concerning Subcontractors 40
7.5 Patent Fees and Royalties 41
7.6 Permits 41
7.7 Laws and Regulations 41
7.8 Taxes 41
7.9 Use of Premises 42
7.10 Record Documents 42
7.11 Safety and Protection 42
7.12 Drug Free Work Place Policy 45
7.13 Emergencies 45
7.14 Submittals and Samples 46
7.15 Cleaning Up 47
ARTICLE 8 – OTHER WORK 47
ARTICLE 9 – COUNTY'S RESPONSIBILITIES 47
ARTICLE 10 – PROFESSIONAL'S STATUS DURING CONSTRUCTION 48
10.1 County's Representative 48
10.2 Visits to the Site 48
10.3 Clarifications and Interpretations 48
10.4 Rejecting Defective Work 48
10.5 Resident Engineer or Architect 48
10.6 Decisions on Disagreements 48
10.7 Limitation on Professional's Responsibilities 49
ARTICLE 11 – CHANGES IN THE WORK 49
11.1 Changes 49
ARTICLE 12 – CHANGE OF CONTRACT PRICE 50

12.1 The Contract Price 50
12.2 Cost of Work 51
12.3 Contractor's Mark-Up 53
ARTICLE 13 – CHANGE OF CONTRACT TIME 53
ARTICLE 14 - UNCONTROLLABLE FORCES (FORCE MAJEURE) 54
ARTICLE 15 – WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK 55
15.1 Warranty and Guarantee 55
15.2 Tests and Inspections 55
15.3 Access to the Work 56
15.4 Uncovering the Work 56
15.5 Stop Work 57
15.6 Correction or Removal of Defective Work 57
15.7 Acceptance of Defective Work 57
15.8 Neglected Work by Contractor 57
ARTICLE 16 – PAYMENT AND COMPLETION 58
16.2 Application for Progress Payment 58
16.3 Contractor's Warranty of Title 59
16.4 Approval of Payments 59
16.5 Substantial Completion 61
16.6 Beneficial Occupancy 62
16.7 Final Inspection 63
16.8 Final Application for Payment 63
16.9 Final Payment and Acceptance 64
16.10 Waiver of Claims 64
ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION 65
17.1 Suspension of Work 65
17.2 Termination For Cause 65
17.3 Termination for Convenience 66
ARTICLE 18 – DISPUTES 67
ARTICLE 19 – MISCELLANEOUS 68
ARTICLE 20 - Unauthorized Alien(s): 68
ARTICLE 21 - EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) 69

ARTICLE 23 – ALLOWANCES 69
23.1 Allowance Work 70
ARTICLE 24 – ANNUAL APPROPRIATIONS 70
ARTICLE 25 – PUBLIC RECORDS LAW 71
ARTICLE 26 – NO CONSTRUCTION AGAINST DRAFTER 72
SUPPLEMENTARY CONDITIONS 73
Project Location: 3000 Sheffield Road, Winter Haven, FL 33880 73
SPECIAL CONDITIONS 79
PART D – **EXHIBITS** 85
EXHIBIT I: BID BOND 86
EXHIBIT II: PUBLIC CONSTRUCTION BOND 88
EXHIBIT III: PAYMENT OF STORED MATERIALS 91
EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER 92
EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR 93
EXHIBIT VI: AFFIDAVIT OF PERCENTAGE OF WORK 94
EXHIBIT VI-A: SUBCONTRACTOR LIST 95
EXHIBIT VI-B: GOOD FAITH EFFORT DOCUMENTATION 96
EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE 97
EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY 98
EXHIBIT IX: DRUG-FREE WORKPLACE FORM 100
EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM 101
EXHIBIT XI: APPLICATION FOR PAYMENT 102
EXHIBIT XII: CONTRACTOR CERTIFICATION OF DISBURSEMENT 103
EXHIBIT XIII: CERTIFICATE OF SUBSTANTIAL COMPLETION 105
EXHIBIT XIV: CERTIFICATE OF FINAL COMPLETION 106
EXHIBIT XV: MATERIALS AND EQUIPMENT STORED ON-SITE 107
DESCRIPTION OF 108
OF FLORIDA CHAIRMAN 108
EXHIBIT XVII: CHANGE ORDER 109
EXHIBT XVIII: CERTIFICATE OF COMPLIANCE 110
EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS 111
EXHIBIT XX: STATEMENT OF NO BID 112

EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM 113
EXHIBIT XXII EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION 114
Exhibit XXIII Affidavit Regarding the Use of Coercion for Labor or Services 115
PART E –CONTRACT 116
PART F – TECHNICAL SPECIFICATIONS 120

PART A – BIDDING REQUIREMENTS

INVITATION FOR BID

NAME OF BID: Construction of a New Inspection & Testing Building
BID NUMBER: 25-614 **PUBLIC CONSTRUCTION BOND IS REQUIRED**
PRE-BID CONFERENCE: A **MANDATORY** pre-bid will be held Tuesday, October 28, 2025, 1:30 p.m. in the Roads & Drainage Building, located at 3000 Sheffield Road, Winter Haven Florida 33880. **A MANDATORY site visit will immediately follow.**
BID DUE/DATE/TIME: Wednesday, November 19, 2025, PRIOR TO 2:00P.M.
DATE/TIME OF BID OPENING: Wednesday, November 19, 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, November 5, 2025 by 4:00 P.M.

INSTRUCTION TO BIDDERS

1.0 Bids

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

1.2 The Bid 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 82-83.
- Exhibit I, Bid Bond.
- Exhibit IV, Non-Collusion Affidavit of Prime Bidder.
- Exhibit VI, Affidavit of Percentage of Work (this requirement does not include Exhibit VIA and Exhibit VIB).
- All additional information requested as a “must” item in any Addendum.
- All corrections made by the Bidder to the Bid Sheets and Acknowledgement Form should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. Should a price correction not be acknowledged, lowest price will prevail.
- One original 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	25-614
Bid Title	Construction of a New Inspection & Testing Building
Due Date/Time:	November 19, 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 tabathashirah@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 (if applicable). Please use the naming conventions for your files as follows:

For PDF documents "Bid 25-614 – Title of Document"

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 Tabatha Shirah at tabathashirah@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.

12.4 Prompt Processing of Change Orders

12.4.1 Pursuant to §218.755, Fla. Stat., for any contract for construction services, if (1) County receives from Vendor a price quote for a change order requested or issued by the County for construction services, and (2) the price quote conforms to all statutory requirements and contractual requirements for the project, then County shall approve or deny the price quote and send written notice of that decision to Vendor within thirty-five (35) days after receipt of such quote. If the County issues a denial notice, then the County shall specify the alleged deficiencies in the price quote and the actions necessary to remedy those deficiencies. If the County fails to provide the contractor with a notice in compliance with this section, then the change order and price quote are deemed approved, and the County shall pay the contractor the amount stated in the price quote upon the completion of the change order.

ARTICLE 13 – CHANGE OF CONTRACT TIME

13.1 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) 534-7670
EMAIL: RMLO@POLK-COUNTY.NET

ARTICLE 26 – NO CONSTRUCTION AGAINST DRAFTER

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

SUPPLEMENTARY CONDITIONS

Project Location: 3000 Sheffield Road, Winter Haven, FL 33880

Public Construction Bond: Is required.
Project Time: 210 Calendar Days
Estimate of Construction cost is: $3,995,000.00

Qualifications

1. Contractor must hold a valid State of Florida Certified Building Contractor (CBC) or General Contractor (GC) license and should provide proof of current license(s) with their bid submittal.
2. Contractor must have been in business under the same name or EIN number for a minimum of 5 years.
3. The Successful bidder must possess or purchase a Polk County Local Business Tax Receipt (f/k/a Business License) to do business with the County. A copy of such license or proof of purchase must be provided to the Procurement Division prior to award being made.
4. Contractor must provide three (3) references from clients in which the bidder has successfully completed projects similar in scope as the prime bidder, within the past five (5) years. Each reference should include:
    - Name of the client
    - Address of the client
    - Contact person to include:
    - Phone number and email address
    - Brief description of the project.
    - Project address
    - Date project completed.
    - List of all subcontractors used for project.

References should be submitted with the Bid or must be submitted by the apparent lowest responsive bidder within three (3) business days of request and prior to award. The County reserves the right to contact and verify all references provided.

Scope of Work

The construction of single story inspection and testing building 3,606 SF which includes civil, site work, concrete paving, landscaping, structural concrete, pre-finished, insulated metal panels, concrete masonry units, metal stud framing and drywall, millwork, metal roofing, metal doors and frames, interior wood doors, aluminum storefront systems, stucco, suspended ceiling systems, resilient flooring, painting, specialty items, pre-engineered metal building system, mechanical, electrical and plumbing systems, fire

protection and County vehicle parking in accordance with the specifications and drawings provided on the FTP Site.

Liquidated Damages

Liquidated damages of $200/day shall be assessed.

Calculation of Liquidated Damages

The parties hereto agree that liquidated damages, in lieu of actual damages for delay, in the amount of $200 per day, shall be assessed against the Contractor, as the County's remedy and not as a penalty, for the Contractor's failure to meet the agreed upon date of Substantial Completion as outlined within the Notice to Proceed, but only to the extent and in the proportion to Contractor's fault in causing the delay as compared to other causes, and to the extent the Contractor is not delayed by reasons beyond Contractor'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 number of actual damages the County would or may incur because of the Contractor's failure described above.

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.

Basis of Award

Award will be made to the lowest responsive, and responsible Contractor meeting qualifications and specifications. 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.

Percentage of Work

The Prime Bidder is not required to self-perform any portion of the work.

Acceptance:

The successful contractor shall certify that the work quantities and quality were accomplished in accordance with these specifications. Signing and submitting a request for payment will accomplish this certification.

Reworking required due to the successful contractor negligence or inadequate procedures will be the responsibility of the successful contractor. No additional payment will be due the successful contractor for the reworking of non-acceptable areas.

The successful contractor shall warrant for one year all workmanship furnished under this contract from the completion date on "Certificate of Substantial Completion". During the two year warranty period the Contractor shall correct any and all issues arising from faulty workmanship to the satisfaction of the County, upon notification.

Contractor's Responsibility
It shall be the responsibility of the Contractor to obtain adequate storage facilities for equipment, materials, tools, etc.; if such is stored on-site, unless otherwise obtained by the County.

It shall be the Contractor's responsibility to provide sanitary and drinking facilities for their employees.

It shall be the Contractor's responsibility to provide temporary power, if needed, to conduct and complete work.

The Contractor shall clean the work area of debris, trash, rubbish, etc., at the end of each workday so as not to present a hazard or public nuisance.

The Contractor shall dispose of all site demolition in accordance with state and local regulations. The Contractor shall be responsible for the cleanup of premises and removal of all discarded and surplus materials, rubbish, and removal of temporary erosion control measures after establishment of stabilization/vegetation. There will be no separate pay item for this work.

The Contractor shall furnish all labor, supervision, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the construction plans, specifications, procedures and terms of this Bid.

The Contractor shall be responsible for the ways, means, and methods of construction for the project as long as they conform to all federal, state and county regulations.

All work shall be done to the satisfaction and under the supervision of the Facilities Management Representative.

Provide a temporary barrier at road driveway.

Bids shall include all materials, labor, supervision, equipment and incidentals necessary to complete the work.

Cooperation of the Successful Contractor
No work shall be accepted without suitable supervision or inspections by a Facilities Management Representative.

The Contractor shall provide superintendence throughout the project and an on-site representative at all times that has the ability to make decisions, communicate in English, or contact the superintendent to address questions, difficulties or disputes.

General Control of Materials
The successful Contractor shall furnish to the Facilities Management Project Manager or representative a certification of the materials utilized for the work. The certification shall consist of a summary showing the kind and quantity of materials. This certification shall be provided for work units accomplished at the time of invoicing for partial and/or final payment.

The successful contractor shall preserve for inspection by the Facilities Management Division invoices and records of the materials utilized in the work until such time as final acceptance and payment is made under this contract.

The County will designate areas to be utilized for equipment and material storage. Materials and supplies shall be stored in accordance with Manufacturer's recommendations and Federal, State and local regulations. Arrangements for storage shall be the responsibility of the Contractor and requires documentation of written approval by the property owner prior to project mobilization.

Notice to Proceed
A Conditional Notice to Proceed (CNTP) may be issued prior to commencement of work, for the purchase of long-lead equipment or materials. Upon receipt of conditional Notice to Proceed all materials required for construction shall be ordered.

The Notice to Proceed (NTP) will not be issued until after the Chairman of the Board of County Commissioners signs the contract and a pre-construction meeting is held. Once NTP has been issued the Contractor must begin work within ten (10) calendar days of the NTP.

Permits, Notifications and Fees:
All building permits are to be provided by the Contractor. It shall be the Contractor's responsibility to secure all building permits in Polk County and to initiate and coordinate inspections.

Bidders shall not include building permit fees in their +price. Permit fees, if any, will be reimbursed at cost to the Contractor on separate invoice.

Inspection Reports must be submitted to Polk County Facilities Management with the Application for Payment.

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.

Progress Reporting
A Weekly On-site meeting will be held to report on project work completed and a one week look ahead, issues and / schedule concerns. The report will be prepared and submitted in the exhibited format attached.

Provisions for Convenience of Public
The successful contractor shall schedule their operations so as to minimize any inconvenience to adjacent businesses, residences and motoring public.

Work Schedule:
Working Days/Hours: All work shall be performed between 7:00 a.m. to 5:00 p.m., five days per week from Monday – Friday. Work after hours must be approved by Facilities Management Representative in advance. Provide for all required additional lighting during work after hours

All work under the Prime Contract must follow the starting and completion date as set forth in the "Time Schedule".

The time schedules, as outlined above, shall be strictly maintained, and adhered to and shall be used by the Contractor as a guide in preparing bids and in setting up work and delivery schedules, factor the supply of shop drawings and submittals in a timely manner.

Any overtime required by County personnel will be paid by the contractor.

Special Requirements:
REQUIRED SUBMITTALS TO BUILDING OWNER

Required Close-Out Documentation (Contractor to Provide)

a. Certificate of Substantial Completion
b. Certificate of Final Completion
c. Permitting Agencies' Approval Documentation
d. Contractor's 2 Year Workmanship Installation Warranty

e. Suppliers and subcontractor final lien releases
f. Consent of surety to final payment bond
g. Final inspections and Final Payment release
h. Final Change Order

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 25-614, Construction of a New Inspection & Testing Building

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 **210** 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 _____ 202__, 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 _____ 202__, 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 25-614, Construction of a New Inspection & Testing Building.

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: _____

_____

_____

PROJECT LOCATION: _____

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 # 25-614, 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 _____, 202__, 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: 25-614, Construction of new Construction and Testing Building.
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 _____, 202__, 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 # _25-614_
- 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 _____, 202__, 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 Tabatha Shirah at tabathashirah@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 _____, 202__, 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 Tabatha Shirah at tabathashirah@polk-county.net

EXHIBIT XII: CONTRACTOR CERTIFICATION OF DISBURSEMENT

PROJECT: Bid 25-614, Construction of a New Inspection & Testing Building

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 _____, 202__, 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:_____ County's Project No.: _____

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:_____ County's Project No.: _____

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 _____

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:

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: _____

Date: _____

COUNTY: _____
Division Director

Date: _____

ARCHITECT/ENGINEER: _____

Date: _____

COUNTY MANAGER:
Or Deputy County Manager

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: **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 # ____Bid 25-614___ _____

_____ _____

Contractor Signature

_____

Printed Name of Signer

_____

Date

EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS

Bid 25-614, Construction of New Inspection and Testing Building

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: 25-614, Construction of New Inspection and Testing Building 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: __25-614_

PROJECT NAME: _____

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: Construction of New Inspection & Testing Building

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 #: 25-614 .

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 180 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 210 days. The allowance time for this project is 31 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

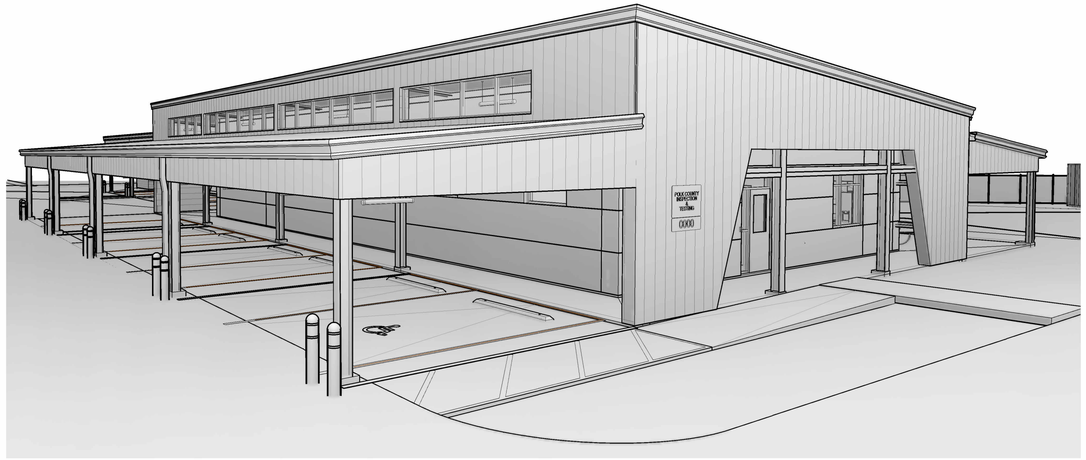
Documents incorporated by reference in Supplementary Conditions on page 73:

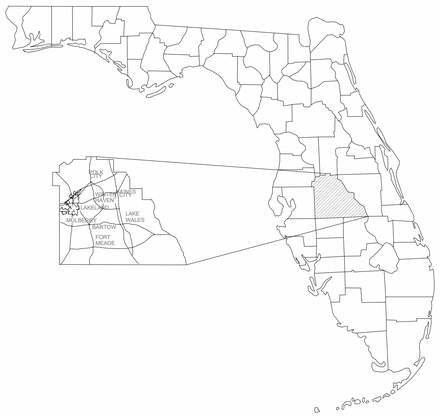
To obtain a copy of the specifications and drawings please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**Bid 25-614, Bid Attachments**, 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 Tabatha Shirah at tabathashirah@polk-county.net

INSPECTION AND TESTING BUILDING
FOR POLK COUNTY ROADS & DRAINAGE

PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

CONSTRUCTION DOCUMENTS | 03.14.2025 | 100%





DRAWING INDEX

SHEET NUMBER	SHEET NAME	CURRENT ISSUSE/ REV. #	CURRENT ISSUE/ REV. DATE	CURRENT ISSUE/ REV. DESCRIPTION
G-000	COVER SHEET & INDEX	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
G-001	BUILDING CODE DATA AND PRODUCT APPROVALS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
G-002	ARCHITECTURAL GRAPHIC SYMBOLS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
G-003	ABBREVIATIONS AND GENERAL NOTES	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
G-004	ADAAG STANDARDS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
LIFE SAFETY				
LS-101	LIFE SAFETY	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
CIVIL				
C-000	COVER SHEET	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
C-010	GENERAL NOTES	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
C-011	GENERAL NOTES	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
C-020	AERIAL PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
C-030	EROSION CONTROL PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
C-040	EROSION CONTROL NOTES	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
C-050	DEMOLITION PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
C-100	SITE PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
C-200	GRADING AND DRAINAGE PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
C-300	UTILITY PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
C-400	UTILITY DETAILS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
C-500	DETAILS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
COUNTY SURVEY				
CS-101	COUNTY SURVEY	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
STRUCTURAL				
S-101	FOUNDATION PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
S-102	FOUNDATION DETAILS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
S-103	RIGID FRAME PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
ARCHITECTURAL				
AS-101	ARCHITECTURAL SITE PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-101	OVERALL ANNOTATION FLOOR PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-101D	DIMENSION FLOOR PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-101F	FURNITURE FLOOR PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-111A	ENLARGED ANNOTATION FLOOR PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-111D	ENLARGED DIMENSION FLOOR PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-112D	ENLARGED DIMENSION FLOOR PLAN - LAB	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-112E	ENLARGED FLOOR PLAN AND ELEVATIONS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-120	ENLARGED NUCLEAR STORAGE DETAIL	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-201	REFLECTED CEILING PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-301	ROOF PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-401	EXTERIOR ELEVATIONS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS

DRAWING INDEX

SHEET NUMBER	SHEET NAME	CURRENT ISSUSE/ REV. #	CURRENT ISSUE/ REV. DATE	CURRENT ISSUE/ REV. DESCRIPTION
A-410	BUILDING SECTIONS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-411	BUILDING SECTIONS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-412	BUILDING SECTIONS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-501	WALL SECTIONS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-502	WALL SECTION	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-503	WALL DETAILS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-504	EXTERIOR INSULATED METAL PANEL ELEVATIONS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-510	WALL TYPES	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-601	DOOR AND ROOM SCHEDULE	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-602	HEAD, JAMB, AND SILL DETAILS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-603	HEAD, JAMB, AND SILL DETAILS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-604	HEAD, JAMB, AND SILL DETAILS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-901	INTERIOR RENDERINGS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
A-902	INTERIOR RENDERINGS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
MECHANICAL				
M-101	MECHANICAL NOTES, SCHEDULES, AND LEGENDS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
M-201	MECHANICAL FLOOR PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
M-301	MECHANICAL DETAILS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
PLUMBING				
P-101	PLUMBING NOTES, SCHEDULES, AND LEGENDS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
P-102	PLUMBING NOTES AND SCHEDULES	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
P-201	SANITARY - FLOOR PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
P-202	WATER - FLOOR PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
P-301	SANITARY RISER DIAGRAM	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
P-401	PLUMBING DETAILS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
P-402	PLUMBING DETAILS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
FIRE PROTECTION				
FP-101	FIRE PROTECTION NOTES, SCHEDULES, AND LEGEND	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
FP-201	FIRE PROTECTION FLOOR PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
ELECTRICAL				
E-101	ELECTRICAL SYMBOL LEGEND	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
E-102	ELECTRICAL SCHEDULES & DETAILS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
E-201	RISER DIAGRAMS	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
E-301	LIGHTING PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS
E-401	POWER & SYSTEMS PLAN	CD	03.14.25	100% CONSTRUCTION DOCUMENTS

ARCHITECTURAL:
STRAUGHN TROUT ARCHITECTS, LLC
2005 EAST EDGEWOOD DRIVE,
LAKELAND, FLORIDA 33803
PHONE: (863)-665-6205
CONTACT PERSON:
GERALD TROUT, AIA

MECHANICAL PLUMBING FIRE PROTECTION:
PYRAMID ENGINEERING INC.
5596 RIO VISTA DRIVE,
CLEARWATER, FLORIDA 33760
PHONE: (727) 531-2989
FAX NUMBER: (813) 286-7061
CONTACT PERSON:
MICHAEL J. CURKAN, PE

ELECTRICAL:
NEWPOWER CONSULTING, INC.
10510 PORTAL CROSSING, SUITE 103
BRADENTON, FL 34211
PHONE: (813) 499-9850
CONTACT PERSON:
DON NEWMAN, PE

CIVIL:
KIMLEY-HORN
109 S KENTUCKY AVE.
LAKELAND, FLORIDA 32801
PHONE: (863)-701-8702
CONTACT PERSON:

GEOTECHNICAL:
MADRID ENGINEERING GROUP
2030 STATE ROAD 60 EAST
BARTOW, FL 33830
PHONE: (863)-533-9007
CONTACT PERSON:

Robert T. Haug P.E.
STRUCTURAL ENGINEER
2126 EDGEWOOD DR., SUITE 4
LAKELAND, FLORIDA 33803
Ph. (863) 687-4225
Fax (863) 687-4874
P.E. No. 24575

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH (863) 665-6205
StraughnTrout.com

© CONFIDENTIAL COPYRIGHT 2023
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE AAR0575

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C. ALL ARCHITECTURAL WORK CREATED AS A WORK MADE FOR HIRE ON OR INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA. AS SUCH ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND ONLY FOR, THAT SPECIFIC PROJECT. NONE OF THE SAID CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY OR PERSON OR SUPPLIER, OR CONTRIBUTION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED AS A WORK MADE FOR HIRE ON OR AFTER DECEMBER 1990 EXTENDS FOR 70 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C. SEC. 506. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN ADDITION TO COPYRIGHT INFRINGEMENT. ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED HEREIN ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL, STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DRAWINGS. ALL DIMENSIONAL INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

CONSULTANT INFORMATION

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

230

STA PROJECT #: 2306

PROJECT MGR.: GWT

DESIGN DEVELOPMENT PHASE

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

SHEET TITLE
COVER SHEET & INDEX

SHEET #
G-000

4/29/2025 9:28:48 PM
Autodesk Docs://2306 - Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V22.rvt

PRODUCT APPROVALS

APPLICABLE	CATEGORY/ SUB CAT.	MANUF/ PRODUCT	FL. APPROVAL NO. (OR NOA)
	EXTERIOR DOORS		
--	ROLL-UP	--	--
--	SECTIONAL	--	--
--	SLIDING	--	--
YES	SWINGING	CECO DOOR PROD. / FLUSH STEEL DOORS	FL 16355.2-R4
--	AUTOMATIC	--	--
--	PRE-ENGINEERED ROOF HATCHES	--	--
--	GARAGE	--	--
	WINDOWS		
--	AWNING	--	--
--	CASEMENT	--	--
--	DUAL ACTION	--	--
--	DOUBLE HUNG	--	--
--	FIXED	--	--
--	PROJECTED	--	--
YES	PASS THROUGH	YKK-YSW - 400T	FL 14218.1
--	MULLIONS	--	--
--	MITERED	--	--
--	DAYLIGHT SANDWICH PANEL	--	--
--	SINGLE HUNG	--	--
--	HORIZONTAL SLINDER	--	--
--	WIND BREAKER	--	--
--	DAYLIGHT SANDWICH PANEL	--	--
--	OTHER	--	--
	PANEL WALLS		
--	SIDING	--	--
--	SOFFITS	--	--
--	EXTERIOR INSULATION FINISH SYSTEM	--	--
YES	STOREFRONTS	YKK YES 40 FAFI	FL 128423-R19
--	CURTAINWALLS	--	--
--	WALL LOUVER	--	--
--	GLASS BLOCK	--	--
--	MEMBRANE	--	--
--	GREENHOUSE	--	--
--	OTHER	--	--
	ROOFING		
--	BUILT UP ROOFING	--	--
--	MODIFIED BITUMEN ROOF SYST.	--	--
--	SINGLE PLY ROOF SYST.	--	--
YES	METAL ROOFING PANELS	METL. SPAN, CFR INS. STANDING SEAM PANEL	FL 20-110.09
--	SPRAY APPLIED POLY. ROOF SYST.	--	--
--	ROOFING FASTENERS	--	--
--	ROOFING INSULATION	--	--
--	ASPHALT SHINGLES	--	--
--	WOOD SHINGLES & SHAKES	--	--
--	ROOFING SLATE	--	--
--	ROOF TILE ADHESIVES	--	--
--	CEMENT- ADHESIVES COATINGS	--	--
--	LIQUID APPLIED ROOFING SYST.	--	--
--	UNDERLAYMENTS	--	--
--	NON-STRUCTURAL MTL. ROOFING	--	--
--	ROOFING TILES	--	--
--	WATERPROOFING	--	--
--	ELITE ROOF- OSB SYSTEM	--	--
--	RIDGE VENTS	--	--
	SHUTTERS		
--	ACCORDIAN	--	--
--	BAHAMA	--	--
--	STORM PANELS	--	--
--	COLONIAL	--	--
--	ROLL-UP	--	--
--	PRE-ENG. EQUIP	--	--
--	OTHER	--	--
	SKYLIGHTS	--	--
--	SKYLIGHT	--	--
--	OTHER	--	--
	STRUCTURAL COMPONENTS		
--	TRUSS PLATES	--	--
--	WOOD CONNECTORS	--	--
--	ANCHORS	--	--
--	EXTER. COOLERS-FREEZERS	--	--
--	INSULATION FORMS SYSTEMS	--	--
--	ENGINEERED LUMBER	--	--
--	PRE-ENGIN. AIR COND. STANDS	--	--
--	STRUCT. WALL COMPONENTS	--	--
--	ROOF DECK	--	--
YES	METAL BUILDING FRAMING	METALLIC BLD'G SYSTEMS	FL 5374-R4
--	ENGINEERED TRUSS	--	--
--	"TJI"s	--	--
--	GLU LAMS	--	--
--	LVLs	--	--
--	WOOD "I"s	--	--
--	CONC. PRECAST/ PRESTRESS LINTELS	--	--
--	STEEL LINTELS	--	--
--	FASTENERS	--	--
--	HANGERS AND CONNECTORS	--	--
--	TRUSS HANGERS	--	--

PRODUCT APPROVALS

APPLICABLE	CATEGORY/ SUB CAT.	MANUF/ PRODUCT	FL. APPROVAL NO. (OR NOA)
	STRUCTURAL COMPONENTS		
--	HURRICANE CLIPS	--	--
--	JOIST HANGERS	--	--
--	POST & BEAM BASE & CAPS	--	--
--	THREADED ROD CONNECTORS	--	--
--	SHEDS	--	--
	NEW INNOVATIVE PRODUCTS		

BUILDING CODE DATA

LOCATION:

3000 SHEFFIELD ROAD
WINTER HAVEN, FL

THE NEW CONSTRUCTION IS DESIGNED UNDER THE FOLLOWING CODES:

- 2023 FBC 8TH EDITION
- FLORIDA FIRE PREVENTION CODE - 8TH EDITION (2021 NFPA 1 UNIFORM FIRE CODE & 2021 NFPA 101 LIFE SAFETY CODE)
- SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD)
- AUTHORITY HAVING JURISDICTION: WINTER HAVEN BUILDING DEPARTMENT
  WINTER HAVEN FIRE MARSHALL
  SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD)

USE GROUP:	**BUSINESS GROUP B**
SMOKE COMPARTMENTS:	**0**
FIRE SEPARATION:	**NOT REQUIRED**
OCCUPANCY SEPARATION:	**SINGLE OCCUPANCY - NOT REQUIRED**
CONSTRUCTION TYPE:	**FBC TBL 601: TYPE II-B** **NFPA 220: TYPE II-000**
ALLOWABLE AREA LIMITS:	**FBC TABLE 506.2 (B OCCUPANCY) 76,000 G.S.F.**
GROSS SQUARE FOOTAGE:	**FIRST FLOOR: 3,606 G.S.F.** **• COV. WALKS/ STAG'G AREA - 1,386 GSF** **• COV. COUNTY PARK'G - 2,000 GSF** **• COV. COUNTY PARK'G - 1,875 GSF** **• COV. PATIO - 500 GSF** **NUCLEAR SHED - 150 GSF**

OCCUPANT LOAD: **PER TABLE 1004.5 & LIFE SAFETY CODE (SEE LIFE SAFETY PLANS)**

OCCUPANCY TYPE	GROSS AREA (SF)	MAX ALLOWED	TOTAL
BUSINESS GROUP (B)	FIRST FLOOR 3,606 SF / 150 = 24	24	24
TOTAL OCCUPANT LOAD:			24

EXITS:	REQUIRED	PROVIDED
EGRESS WIDTH: (SECT.1005) # OF EXITS: (TBL 1006.3.2)	FIRST FLOOR TOTAL:1 - 500 OCC. = 2 EXITS	3 EXITS
EXIT ACCESS TRAVEL DISTANCE: (FBC TBL 1017.2 & NFPA 38.2.6)	WITH SPRINKLER SYSTEM 250'	
COMMON PATH OF TRAVEL: (FBC TBL 1006.2.1)	WITH SPRINKLER SYSTEM 100'	
EXIT ACCESS CORR RATING: (FBC TBL 1020.2 & NFPA 38.3.6)	WITH SPRINKLER SYSTEM 0 HR.	0 HR.

ULTIMATE WIND SPEED:	137 MPH (INTERPOLATED)
RISK CATEGORY:	CATEGORY II
EXPOSURE:	C

PLUMBING FIXTURE REQUIREMENTS

FIXTURES REQUIRED FBC TBL 403.1

WATER CLOSETS				LAVATORIES				DRINKING FOUNTAIN		SERVICE SINK	
REQUIRED		PROVIDED		REQUIRED		PROVIDED		REQ.	PRVD.	REQ.	PRVD.
M	F	M	F	M	F	M	F				
1	1	1	1	1	1	1	1	1	2	0	1
								1/100			

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED FOR USE SOLELY IN CONNECTION WITH THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED FOR USE SOLELY IN CONNECTION WITH THE PROJECT. THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, AGENCY, CONTRACTOR, OR OTHER PERSON, FIRM, AGENCY, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 120 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXIST FOR THE LIFE OF THE AUTHOR OR 50 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.34-3-1/1-1ET. SEQ. AND OTHER APPLICABLE LAWS. THE CONCEPTS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

231

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #: 2306

PROJECT MGR.: GWT

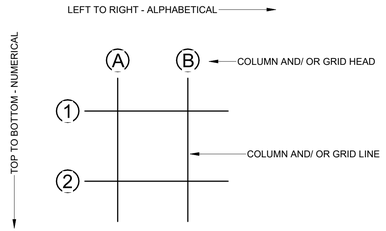
#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

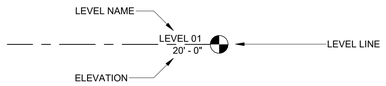
BUILDING CODE DATA AND PRODUCT APPROVALS

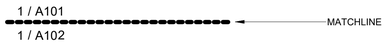
G-001

Autodesk Docs://2306_Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V2025.rvt
4/25/2025 3:28:50 PM

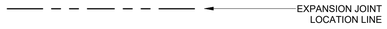
GENERAL SYMBOLS

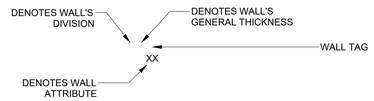














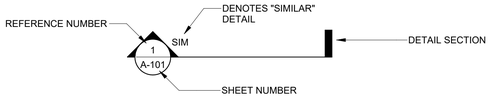


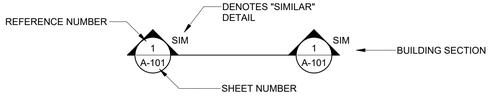


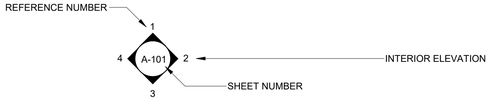








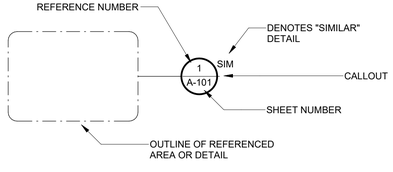




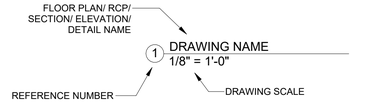
*REFERENCE NUMBERS SHOULD BE SEQUENTIAL & CLOCKWISE AROUND THE ELEVATION SYMBOL

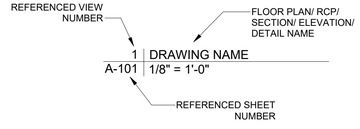


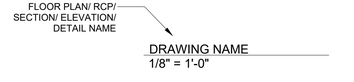
*REFERENCE NUMBERS SHOULD BE SEQUENTIAL & CLOCKWISE AROUND THE ELEVATION SYMBOL





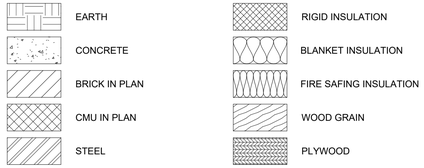








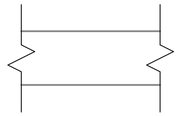
MATERIALS LEGEND

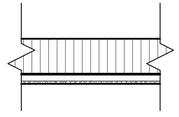


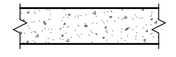
TYPICAL WALL GRAPHIC STANDARD











STRAUGHN TROUT ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601

PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE SOLELY WITH RESPECT TO THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED BY STA FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY, INDIVIDUAL, PARTNERSHIP, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 120 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXIST FOR THE LIFE OF THE AUTHOR OR 50 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 125 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.24-2-3-1--17. SEC. AND OTHER APPLICABLE LAWS. THE IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING
FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

ARCHITECTURAL GRAPHIC SYMBOLS

G-002

Autodesk Docs://2306_Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_CM.rvt
4/25/2025 3:28:51 PM

ABBREVIATIONS

#	
#	NUMBER OR POUND
&	AND
@	AT
A	
AB	ANCHOR BOLT
AC	AIR CONDITIONING
ACC	ACCESSIBLE
ACOUST	ACOUSTICAL
ACP	ACOUSTICAL CEILING PANEL
ACT	ACOUSTICAL CEILING TILE
AD	AREA DRAIN
ADJ	ADJACENT
ADNM	ADDENDUM
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AGGR	AGGREGATE
AHU	AIR HANDLER UNIT
ALT	ALTERNATE
ALUM	ALUMINUM
ANOD	ANODIZED
AP	ACCESS PANEL
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
ASPH	ASPHALT
ATTN	ATTENTION
AUTO	AUTOMATIC
AV	AUDIOVISUAL
AWP	ACOUSTICAL WALL PANEL
B	
BD	BOARD
BIT	BITUMINOUS
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BM	BEAM
BO	BOTTOM OF
BOT	BOTTOM
BRG	BEARING
BRK	BRICK
BRKT	BRACKET
BSMNT	BASEMENT
BSTL	BLACKENED STEEL
C	
C	CHANNEL
CAB	CABINET
CAT	CATEGORY
CB	CATCH BASIN
CB	CEMENT BOARD
CBU	CEMENTITIOUS BACKER UNIT
CC	CENTER TO CENTER
CCTV	CLOSED CIRCUIT TELEVISION
CEM	CEMENT
CER	CERAMIC
CG	CORNER GUARD
CH	CHILLER
CI	CAST IRON
CIP	CAST-IN-PLACE
CJ	CONTROL JOINT
CL	CENTERLINE
CLG	CEILING
CLO	CLOSET
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
CNTR	COUNTER
CO	CLEANOUT
COL	COLUMN
CONC	CONCRETE
COND	CONDITION
CONN	CONNECTION
CONST	CONSTRUCTION
CONT	CONTINUOUS
CONTR	CONTRACTOR
COORD	COORDINATE
COPY	COPIER
CORR	CORRIDOR
CPT	CARPET
CT	CERAMIC TILE
CTR	CENTER
CTSK	COUNTERSUNK
CW	COLD WATER
D	
D	DEEP, DEPTH
DBL	DOUBLE
DEFS	DIRECT-APPLIED EXTERIOR FINISH SYSTEM
DEG	DEGREE
DEMO	DEMOLISH OR DEMOLITION
DEMO	DEMOLITION
DEPT	DEPARTMENT
DF	DRINKING FOUNTAIN
DIA	DIAMETER
DIFF	DIFFUSER
DIM	DIMENSION
DIMS	DIMENSIONS
DISP	DISPENSER
DIV	DIVISION
DMPF	DAMP PROOFING
DN	DOWN
DO	DOOR OPENING
DR	DOOR
DRN	DRAIN
DS	DOWNSPOUT
DTL	DETAIL
DW	DISHWASHER
DWG	DRAWING
DWR	DRAWER
E	
E	EAST
EA	EACH
EB	EXPANSION BOLT
EC	EXPOSED CONCRETE
EIFS	EXTERIOR INSULATION FINISH SYSTEM
EJ	EXPANSION JOINT
EL	ELEVATION

ELEC	ELECTRICAL
ELEV	ELEVATOR
EMER	EMERGENCY
EMS	EMERGENCY MANAGEMENT SYSTEM
ENCL	ENCLOSURE
ENG	ENGINEER
EOS	EDGE OF SLAB
EP	ELECTRICAL PANEL
EPDM	ETHYLENE PROPYLENE DIENE M-CLASS
EQ	EQUAL
EQUIP	EQUIPMENT
ES	EXPOSED STRUCTURE
ESP	ELEVATOR STATUS PANEL
ESP	EXPOSED STRUCTURE PAINTED
EWC	ELECRIC WATER COOLER
EXH	EXHAUST
EXIST	EXISTING
EXP	EXPANSION
EXT	EXTERIOR
F	
FA	FIRE ALARM
FAP	FIRE ALARM PANEL
FB	FACE BRICK
FD	FLOOR DRAIN
FD	FLOOR DRAIN OR FIRE DEPARTMENT
FDC	FIRE DEPARTMENT CONNECTION
FDN	FOUNDATION
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FF EL	FINISH FLOOR ELEVATION
FF&E	FURNITURE, FIXTURES AND EQUIPMENT
FFB	FLUSH FLOOR BOX
FH	FLAT HEAD
FHC	FIRE HOSE CABINET
FIN	FINISH
FIXT	FIXTURE
FL	FLOOR
FLASH	FLASHING
FLUOR	FLUORESCENT
FND	FOUNDATION
FO	FACE OF
FOC	FACE OF CONC
FOF	FACE OF FINISH
FOS	FACE OF STUD
FP	FIRE PROTECTION
FPG	FIREPROOFING
FR	FIRE RESISTANT
FR (FRM)	FRAME
FRC	FIBER REINFORCED CONCRETE
FRT	FIRE RETARDANT TREATED
FS	FLOOR SINK
FT	FEET/FOOT
FTG	FOOTING
FURN	FURNITURE
FURR	FURRING
FV	FIELD VERIFY
FVC	FIRE VALVE CABINET
FWC	FABRIC WALL COVERING
FWP	FABRIC WRAPPED PANEL
G	
GA	GAUGE
GALV	GALVANIZED
GB	GRAB BAR
GC	GENERAL CONTRACT(OR)
GEN	GENERAL
GFRC	GLASS FIBER REINFORCED CONCRETE
GL	GLASS
GLAZ	GLAZING
GR	GUARDRAIL
GRAN	GRANULAR
GRD	GROUND
GRFG	GLASS FIBER REINFORCED GYPSUM
GSM	GALVANIZED SHEET METAL
GV	GAS VALVE
GWB	GYPSUM WALL BOARD
GYP	GYPSUM
GYP BD	GYPSUM BOARD
H	
H	HIGH
HB	HOSE BIBB
HC	HANDICAPPED HOLLOW CORE
HD	HEAD
HDWD	HARDWOOD
HDWR	HARDWARE
HGT	HEIGHT
HM	HOLLOW METAL
HNDRL	HANDRAIL
HO	HOLD OPEN
HORIZ	HORIZONTAL
HR	HOUR / HANDRAIL
HRC	HOSE REEL CABINET
HT	HEIGHT
HTG	HEATING
HVAC	HEATING VENTILATION & AIR CONDITIONING
HW	HOT WATER
I	
ID	INSIDE DIAMETER
IN	INCH / INCHES
INCL	INCLUDED / INCLUDING
INFO	INFORMATION
INSUL	INSULATED OR INSULATION
INT	INTERIOR
INTERM	INTERMEDIATE
INV	INVERT
J	
JAN	JANITOR
JC	JANITOR'S CLOSET
JST	JOIST
JT	JOINT
K	
KIT	KITCHEN

KO	KNOCK OUT
L	
L	LONG / LENGTH
LAM	LAMINATE
LAV	LAVATORY
LB	POUNDS
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LT / LTG	LIGHT / LIGHTING
LWC	LIGHT WEIGHT CONCRETE
M	
M	METER
MAS	MASONRY
MAX	MAXIMUM
MECH	MECHANICAL
MED	MEDIUM
MEMBR	MEMBRANE
MFR	MANUFACTURER
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MO	MASONRY OPENING
MR	MOISTURE RESISTANT
MTD	MOUNTED
MTG	MOUNTING
MTL	METAL
MULL	MULLION
N	
N	NORTH
N.P.S	NATIONAL PIPE STANDARD
N/A	NOT APPLICABLE
NC	NOISE CRITERIA
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
O	
O.A.	OUTSIDE AIR
O.C.	ON CENTER
OD	OUTSIDE DIAMETER
OD	OVERFLOW DRAIN
OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED
OFF	OFFICE
OFOI	OWNER FURNISHED, OWNER INSTALLED
OH	OVERHEAD
OPNG	OPENING
OPP	OPPOSITE
ORD	OVERFLOW ROOF DRAIN
OVHD	OVERHEAD
OZ	OUNCE
P	
P	PAINT
P.A.	PUBLIC ADDRESS
PAV	PAVING
PBD	PARTICLE BOARD
PC	PRECAST CONCRETE
PDF	POWER DRIVEN FASTENER
PERF	PERFORATED
PERIM	PERIMETER
PERP	PERPENDICULAR
PL	PLATE
PLAM	PLASTIC LAMINATE
PLAS	PLASTER
PLBG	PLUMBING
PLF	POUNDS PER LINEAR FOOT
PLYWD	PLYWOOD
PNL	PANEL
PNT	PAINT OR PAINTED
POL	POLISHED
PR	PAIR
PREFAB	PREFABRICATED
PROJ	PROJECT
PSF	POUNDS PER SQUARE FOOT
PT	POINT
PT	PRESSURE TREATED
PTD	PAINTED
PTN	PARTITION
PVC	POLYVINYL CHLORIDE
Q	
QT	QUARRY TILE
QTY	QUANTITY
R	
R	RADIUS / RISER
RA	RETURN AIR
RAD	RADIUS
RB	RESILIENT BASE
RBR	RUBBER
RCP	REFLECTED CEILING PLAN
RD	ROOF DRAIN
RE:	REINFORCED
REC	RECESSED
RECPT	RECEPTACLE
REF	REFERENCE
REFR	REFRIGERATOR
REG	REGISTER
REINF	REINFORCED REINFORCING
REL	RELOCATE
REM	REMOVABLE
REQ	REQUIRE/REQUIRED
REQ'D	REQUIRED
RESIL	RESILIENT
REV	REVISION / REVISED
RM	ROOM
RO	ROUGH OPENING
RTD	RATED
RTG	RATING
RTU	ROOF TOP UNIT
RWL	RAIN WATER LEADER
S	
S	SOUTH
SA	SUPPLY AIR

SAF	SELF ADHERED FLASHING
SAN	SANITARY
SC	SOLID CORE
SCHED	SCHEDULE
SD	STORM DRAIN
SECT	SECTION
SF	SQUARE FEET / FOOT
SH	SPRINKLER HEAD
SHR	SHOWER
SHT	SHEET
SIM	SIMILAR
SM	SHEET METAL
SM	SURFACE MOUNTED
SP	SPACING
SPEC	SPECIFIED OR SPECIFICATION
SPHD	SPRINKLER HEAD
SPK	SPRINKLER OR SPEAKER
SPKR	SPEAKER
SQ	SQUARE
SS	STAINLESS STEEL
SSE	SECURITY SYSTEM EQUIPMENT
SSK	SERVICE SINK
STA	STATION
STC	SOUND TRANSMISSION COEFFICIENT
STD	STANDARD
STL	STEEL
STN	STONE
STOR	STORAGE
STRG	STRINGER
STRUCT	STRUCTURAL
STRUCT	STRUCTURE OR STRUCTURAL
SUBCAT	SUBCATEGORY
SUSP	SUSPENDED
SY / SQ YD	SQUARE YARD(S)
SYM	SYMMETRICAL
SYS	SYSTEM
T	
T	TREAD
T&B	TOP AND BOTTOM
T&G	TONGUE AND GROOVE
T.O.D.	TOP OF DECK
T.O.P.	TOP OF PARAPET
T.O.S.	TOP OF SLAB / TOP OF STEEL
T.O.W.	TOP OF WALL
TB	TOWEL BAR
TEL	TELEPHONE / TELECOM
TELE	TELEPHONE
TEMP	TEMPERATURE
TEMP	TEMPORARY
THK	THICKNESS
THRU	THROUGH
TKBD	TACK BOARD
TLT	TOILET
TMPD	TEMPERED
TO	TOP OF
TOB	TOP OF BEAM
TOC	TOP OF CONCRETE
TOS	TOP OF STEEL
TS	TUBE STEEL
TV	TELEVISION
TYP	TYPICAL
TZ	TERRAZZO
U	
UNFIN	UNFINISHED
UNO	UNLESS NOTED OTHERWISE
UON	UNLESS OTHERWISE NOTED
URNL	URINAL
V	
VAC	VENTILATION AND AIR CONDITIONING
VAR	VARIES
VB	VAPROR BARRIER
VCT	VINYL COMPOSITION TILE
VEND	VENDING MACHINES
VERT	VERTICAL
VEST	VESTIBULE
VIF	VERIFY IN FIELD
VP	VISION PANEL
VR	VAPOR RETARDER
VT	VINYL TILE
VWC	VINYL WALL COVERING
W	
W	WIDE / WEST / WIDTH
W/	WITH
W/D	WASHER / DRYER
W/I	WITHIN
W/O	WITHOUT
WB	WOOD BASE
WC	WATER CLOSET
WD	WOOD
WDS	WOOD STAIN
WDW	WINDOW
WF	WOOD FLOOR
WM	WIRE MESH
WP	WATERPROOF / WATERPROOFING
WPM	WATERPROOF MEMBRANE
WS	WEATHER-STRIPPING
WSCT	WAINSCOT
WT	WEIGHT
WT	WINDOW TREATMENT
WTCS	WALKIE TALKIE CHARGING STATION
WV	WATER VALVE
WWF	WELDED WIRE FABRIC
WWM	WELDED WIRE MESH

GENERAL NOTES

1. EXISTING SITE INFORMATION AS SHOWN AND DESCRIBED IN THESE DOCUMENTS HAS BEEN DEVELOPED FROM FIELD SURVEY INFORMATION AND THE ARCHITECT 'S FIELD OBSERVATIONS. THIS IN NO WAY RELIEVES THE CONTRACTOR OF RESPONSIBILITY TO DETERMINE EXISTING CONDITIONS, CONSTRUCTION DETAILS, MEASUREMENTS, ETC. CONTRACTOR SHALL REVIEW EXISTING CONDITIONS AND DETERMINE APPROPRIATE COORDINATION OF NEW WORK AS DESCRIBED PRIOR TO COMMENCEMENT OF ANY DEMOLITION OR OTHER WORK.
2. CONTRACTOR SHALL COORDINATE ALL DEMOLITION WORK WITH THE CONSTRUCTION DOCUMENTS, ARCHITECT AND OWNER.
3. OWNER ASSUMES NO RESPONSIBILITY FOR ACTUAL CONDITION OF STRUCTURES TO BE DEMOLISHED. CONDITIONS EXISTING AT TIME OF INSPECTION FOR BIDDING PURPOSES WILL BE MAINTAINED BY OWNER TO FULLEST EXTENT POSSIBLE, UNLESS NOTED OTHERWISE.
4. THIS DRAWING HAS GENERAL INFORMATION, NOT ALL MAY APPLY TO THIS PROJECT.
5. IF, AT ANY TIME, THE CONTRACTOR DISCOVERS A CONDITION WHICH CONFLICTS WITH THE DRAWINGS AND/OR SPECIFICATION OR IF THE CONTRACTOR DISCOVERS AN UNCLEAR OR MISLEADING DIRECTIVE GIVEN IN THE DRAWINGS OR SPECIFICATIONS, THE CONTRACTOR SHALL BRING THE ISSUE IMMEDIATELY TO THE ATTENTION OF THE ARCHITECT.
6. THESE DRAWINGS MAY HAVE BEEN REDUCED OR COPIED. DO NOT SCALE THE DRAWINGS - FOLLOW WRITTEN DIMENSIONS ONLY.
7. ALL DIMENSIONS FOLLOWED BY +/- OR "VERIFY" ARE EXISTING DIMENSIONS AND SHALL BE VERIFIED IN THE FIELD. +/- AS USED IN NEW CONSTRUCTION SHALL MEAN THAT THE DIMENSION ARE SLIGHTLY ADJUSTABLE TO ACCOMMODATE ACTUAL CONDITIONS.
8. "MINIMUM" AS USED IN THESE DOCUMENTS SHALL MEAN THAT THE CONDITION IS SLIGHTLY ADJUSTABLE BUT MAY NOT VARY TO A DIMENSION OR QUALITY LESSER THAN THAT INDICATED.
9. "MAXIMUM" AS USED IN THESE DOCUMENTS SHALL MEAN THAT THE CONDITION IS LIGHTLY ADJUSTABLE BUT MAY NOT VARY TO A DIMENSION OR QUALITY GREATER THAN THAT INDICATED.
10. "TYPICAL" AS USED IN THESE DOCUMENTS SHALL MEAN THAT THE CONDITION OR DIMENSION IS THE SAME OR REPRESENTATIVE FOR SIMILAR CONDITIONS THROUGHOUT.
11. "SIMILAR" AS USED IN THESE DOCUMENTS SHALL MEAN THAT THE CONDITION OR DIMENSION IS THE SAME OR REPRESENTATIVE FOR SIMILAR CONDITIONS THROUGHOUT.
12. "CLEAR" AS USED IN THESE DOCUMENTS SHALL MEAN THAT THE DIMENSION IS NOT ADJUSTABLE WITHOUT THE APPROVAL OF THE ARCHITECT. CLEAR DIMENSIONS ARE TYPICALLY TO FINISHED FACE.
13. "ALIGN" AS USED IN THESE DOCUMENTS SHALL MEAN TO ACCURATELY LOCATE THE FINISHED FACES IN THE SAME PLANE.
14. FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO FABRICATION AND / OR CONSTRUCTION.
15. ALL WORK INDICATED ON THE DRAWINGS IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE NOTED.
16. KEYNOTES: KEYED NOTES ARE ORGANIZED AND NUMBERED BY MASTERSPEC DIVISION. THE FIRST TWO (2) NUMBERS ARE THE DIVISION NUMBER ONLY FOLLOWED BY THE NOTE NUMBER.
17. RESPECTIVE PLUMBING, MECHANICAL, ELECTRICAL, AND FIRE PROTECTION SUBCONTRACTORS SHALL PROVIDE GENERAL CONTRACTOR WITH ALL REQUIRED ACCESS PANELS FOR GENERAL CONTRACTOR TO INSTALL IN THE BUILDING.
18. ALL EXPOSED STEEL SHALL BE PAINTED UNLESS OTHERWISE NOTED.
19. THERE ARE NO ASBESTOS CONTAINING MATERIALS SPECIFIED AND THEY SHALL NOT BE USED ON THIS PROJECT.
20. COORDINATE THE WORK OF ALL TRADES AND CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ARCHITECT AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK.
21. THE STRUCTURAL, MECHANICAL, PLUMBING, FIRE PROTECTION FIRE ALARM, ELECTRICAL TELECOMMUNICATIONS, AND SECURITY DRAWINGS, ARE SUPPLEMENTARY TO THE ARCHITECTURAL DRAWINGS. IF A DISCREPANCY EXISTS BETWEEN THE ARCHITECTURAL DRAWINGS AND ENGINEER'S DRAWINGS, SUCH DISCREPANCY SHALL BE BROUGHT TO THE ARCHITECTS ATTENTION IN WRITING PRIOR TO INSTALLATION OF SAID WORK. ANY WORK INSTALLED IN CONFLICT WITH THE ARCHITECTURAL DRAWINGS SHALL BE CORRECTED BY THE CONTRACTOR AT CONTRACTOR'S EXPENSE.
22. DRAWINGS INDICATE GENERAL AND TYPICAL DETAILS OF CONSTRUCTION. WHERE CONDITIONS ARE NOT SPECIFICALLY INDICATED, BUT ARE OF SIMILAR CHARACTER TO DETAILS SHOWN, SIMILAR DETAILS SHALL BE USED SUBJECT TO REVIEW BY THE ARCHITECT.
23. REFER TO FIRE SUPPRESSION AND ALARM DRAWINGS AND ELECTRICAL DRAWINGS FOR LOCATIONS OF FIRE ALARM HORNS/STROBES, EXIT SIGNS, AND EMERGENCY LIGHTING.
24. RUBBER-TIRED EQUIPMENT SHALL BE USED FOR TRANSPORTING MATERIALS AND EQUIPMENT ON PAVED SURFACES AND WITHIN THE BUILDING. VEHICLES MOVING ON FLOOR SLABS SHALL HAVE TIRE BOOTS. DUCT TAPE ON TIRES IS NOT ALLOWED.
25. EXPOSED CONCRETE FLOORS SHALL BE PROTECTED DURING CONSTRUCTION AND SHALL BE FREE OF ALL CONSTRUCTION MARKERS, STAINS, PAINTS, OIL, OR OTHER DEFECTS. PATCH DEFECTS TO THE SATISFACTION OF THE ARCHITECT PRIOR TO HARDENING AND SEALING.
26. CONFINE EQUIPMENT, STORAGE OF MATERIALS, AND OPERATIONS OF WORKERS TO LIMITS INDICATED AND AS DIRECTED.
27. ALL TRUCKS HAULING DEBRIS FROM THE PROJECT SITE OR MATERIAL TO THE PROJECT SHALL BE EQUIPPED WITH THE MEANS TO COVER LOADS AND WITH WATERPROOF TAILGATES WHICH SHUT TIGHTLY AND DO NOT PERMIT THE DEBRIS TO SPILL FROM THE TAILGATE AREA. TRUCK BEDS SHALL BE SWEPT CLEAN AT THE TAILGATE BEFORE LEAVING FROM THE WORK AREA. SIDEBOARDS SHALL BE KEPT IN GOOD REPAIR. UNDER NO CIRCUMSTANCES WILL TRUCKS BE PERMITTED TO BE LOADED GREATER THAN THE LEGAL LIMIT OR HIGHER THAN THE SIDEBOARDS.
28. OWNER WILL MAKE USE OF THE AREAS IN AND SURROUNDING THE CONSTRUCTION AREAS.
29. MANUFACTURER'S NAME AND / OR MODEL NUMBERS ARE BEING UTILIZED FOR BASIS OF DESIGN ONLY. THE SPECIFICATION OUTLINES THE SPECIFIC CRITERIA FOR THE EQUIPMENT OR MATERIAL AND IS NON-PROPRIETARY.
30. ALL UTILITY LINES IN PUBLIC AREAS SHALL BE ENCLOSED IN FLOOR, WALL OR CEILING CONSTRUCTION UNLESS OTHERWISE NOTED.
31. MANUFACTURED MATERIALS, EQUIPMENT, ETC SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, INSTRUCTIONS AND REQUIREMENTS UNLESS OTHERWISE NOTED.
32. IF DRAWINGS IN THIS SET ARE NOT ARCH D (24" X 36") THEY HAVE BEEN REVISED FROM THEIR ORIGINAL SIZE. SCALES NOTED ON PLANS AND DETAILS ARE NO LONGER APPLICABLE.
33. PROVIDE A RED LINED "RECORD" CONSTRUCTION DOCUMENT SET AT THE SITE. THE OWNER RESERVES THE RIGHT TO REVIEW THESE DOCUMENTS ON A DAILY BASIS.
34. LOCATE ALL UNDERGROUND UTILITIES, ETC. PRIOR TO THE START OF CONSTRUCTION.
35. KEEP MEANS OF EGRESS CORRIDORS PROPERLY ILLUMINATED AND FREE OF OBSTRUCTIONS AT ALL TIMES DURING CONSTRUCTION.
36. WORK SHALL CONFORM TO APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL OBTAIN ALL REQUIRED BUILDING AND OCCUPANCY PERMITS.
37. ESTABLISH A SITE BENCHMARK FOR ALL SUBCONTRACTORS TO USE. ALL TRADES SHALL USE THE SAME BENCHMARK.
38. ALL SUSPENDED ITEMS OF THE WORK EXCEEDING 31 POUNDS IN WEIGHT (EXCLUDING DISTRIBUTED SYSTEMS SUCH AS PIPING NETWORKS) SHALL BE ANCHORED TO RESIST A HORIZONTAL LOAD EQUAL TO 0.5 TIMES THE COMPONENT WEIGHT IN ACCORDANCE WITH UFC 4-010-01. THIS REQUIREMENT DOES NOT PRECLUDE REQUIREMENTS FOR SEISMIC ANCHORAGE IN ACCORDANCE WITH ASCE 7-05 AND THE PROJECT SPECIFICATIONS. FOR ADDITIONAL INFORMATION ON EQUIPMENT SUPPORT FRAMING REFERENCE STRUCTURAL DRAWINGS.
39. FOR LIFE SAFETY PLANS REFER TO LS171.
40. DO NOT PAINT BUILDING GROUNDING CABLES.
41. PROVIDE SURFICIAL TERMITE TREATMENT UNDER ENTIRE FOOTPRINT OF THE REFERENCED BUILDING. ALL CONDUITS AND PIPES PENETRATING THE SLAB ON GRADE SHALL HAVE A TERMITE SHIELD.
42. MOUNT ALL PIPING, EQUIPMENT, DUCTWORK, ETC. AS HIGH AS POSSIBLE IN ALL AREAS UNLESS OTHERWISE NOTED. ALL HANGER SUPPORTS SHALL BE ATTACHED TO STRUCTURAL STEEL. NOTHING MAY BE SUPPORTED FROM ROOF DECK.
43. WORK SHALL BE IN CONFORMANCE WITH THE APPLICABLE CODES AND UNIFIED FACILITIES CRITERIA (UFC).
44. VERIFY DIMENSIONS SHOWN IN THE DRAWINGS BEFORE COMMENCING WORK. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE CONTRACTING OFFICER.
45. ITEMS THAT ARE DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
46. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK AMONG THE VARIOUS TRADES AS NECESSARY TO AVOID CONFLICTS AND TO ENSURE THE INSTALLATION OF ALL WORK WITHIN THE AVAILABLE SPACE.
47. SCOPE OF DEMOLITION AND CONSTRUCTION WORK HAS BEEN DESCRIBED TO FULLEST EXTENT POSSIBLE, HOWEVER THIS DOES NOT RELIVE CONTRACTOR OF RESPONSIBILITY TO PERFORM ALL INCIDENTAL ASSOCIATED DEMOLITION AND RECONSTRUCTION WORK.
48. GENERAL DEMOLITION SCOPE OF WORK
    - REMOVE WINDOWS AND DOORS AS NOTED.
    - REMOVE EXISTING TILE, VCT, AND RUBBER BASE AS NOTED.
    - REMOVE ACOUSTICAL CEILING TILE AND GRID AS NOTED.
    - REMOVE INTERIOR WOOD DOORS AND FRAMES AS NOTED.
    - REMOVE EXISTING WALLS AS NOTED.
    - REMOVE EXISTING ELECTRICAL AND HVAC ITEMS AS NOTED.
49. CONTRACTOR SHALL REMOVE ELECTRICAL CONDUIT, CONDUCTORS, DEVICES AND MISCELLANEOUS ITEMS AS DESCRIBED IN THE DOCUMENTS. MAIN POWER DISTRIBUTION AND ELECTRICAL PANELS SHALL BE REMOVED OR REWORKED AS REQUIRED AND NOTED.
50. ALL ABANDONED MECHANICAL, AND ELECTRICAL ITEMS SHALL BE REMOVED TO THEIR POINT OF CONNECTION OR AS NOTED AND CAPPED.
51. GENERAL CONTRACTOR IS FULLY RESPONSIBLE FOR COORDINATION OF CUTTING, PATCHING AND REPLACING ALL UTILITIES AND MAINTAIN OPERATION OF BUILDING UTILITIES TO REMAIN.
52. CONTRACTOR SHALL ENSURE SAFE PASSAGE OF PERSONS AROUND DEMOLITION AREA AND CONDUCT OPERATIONS TO PREVENT INJURY. CONTRACTOR SHALL ALSO PROTECT FROM DAMAGE ALL EXISTING ADJACENT BUILDINGS AND OTHER MISC. ITEMS DURING THE CONSTRUCTION PROCESS. ALL DAMAGED ITEMS / SURFACES SHALL BE REPLACED OR REPAIRED TO MATCH EXISTING AND TO THE SATISFACTION OF OWNER / ARCHITECT.
53. CONTRACTOR IS RESPONSIBLE FOR ALL MEANS NECESSARY TO CONTROL CONSTRUCTION DUST DURING CONSTRUCTION / DEMOLITION OPERATIONS TO PREVENT DUST FROM SPREADING TO OTHER BUILDING INTERIORS AND CONTAMINATING EXISTING MECHANICAL SYSTEMS, ETC. ANY AREAS DAMAGED OR ITEMS CONTAMINATED WITH CONSTRUCTION DUST SHALL BE THOROUGHLY CLEANED (OR REPLACED IF NECESSARY) TO OWNER 'S / TENANT'S SATISFACTION.
54. CONTRACTOR TO PROVIDE SUFFICIENT NOTIFICATION TO OWNER FOR SALVAGE OF MISCELLANEOUS DOOR HARDWARE, MILLWORK AND MISC. ITEMS. ALL OTHER ITEMS AND DEBRIS TO BE REMOVED SHALL BE DISPOSED OF OFF SITE.
55. TURN OVER SALVAGED ITEMS TO OWNER AS NOTED. ALL OTHER ITEMS AND DEBRIS TO BE REMOVED SHALL BE DISPOSED OF OFF SITE.

ARCHITECTURAL GENERAL NOTES

1. ANY OF THE SYMBOLS / MATERIAL REFERENCED ON THIS DRAWING MAY OR MAY NOT OCCUR AS A PART OF THIS PROJECT AND ARE PROVIDED FOR REFERENCE ONLY.
2. DIFFERENT FLOOR MATERIALS SHALL MEET UNDER THE CENTERLINE OF DOORS.
3. SIGNAGE SHALL BE MOUNTED ON LATCH SIDE OF DOORS WHERE SCHEDULED REFER TO SIGNAGE DETAILS .
4. REFER TO STRUCTURAL FOR SHEAR WALLS, COLUMN SIZE, FOOTING, AND FOUNDATION WALL INFORMATION.
5. ALL PARTITION / WALL MOUNTED EQUIPMENT NOT INDICATED ON THE DRAWINGS SHALL BE COORDINATED WITH THE COR PRIOR TO INSTALLATION.
6. REFER TO THE PROJECT SPECIFICATIONS FOR GENERAL CONTRACT REQUIREMENTS.
7. FLOOR ELEVATIONS REFERENCED ARE TO TOP OF CONCRETE SLABS. FINISH FLOORING IS INSTALLED ON TOP OF THE FLOOR ELEVATION. FOR RECESSED FLOORS AND CURBS REFER TO STRUCTURAL DRAWINGS.
8. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO SPECIFIC DETAILS ARE INDICATED, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT.
9. EQUIPMENT LOCATIONS INDICATED ON ARCHITECTURAL DRAWINGS ARE FOR REFERENCE ONLY. EQUIPMENT LOCATIONS SHALL BE COORDINATED WITH UTILITIES INDICATED ON CIVIL, MECHANICAL, FIRE PROTECTION, ELECTRICAL, AND EQUIPMENT DRAWINGS.
10. WHILE CARE HAS BEEN TAKEN TO COORDINATE MECHANICAL AND ELECTRICAL PENETRATIONS WITH ARCHITECTURAL WORK, CONTRACTOR IS RESPONSIBLE FOR FRAMING MODIFICATIONS AND PATCHING REQUIRED WHETHER SPECIFICALLY SHOWN OR NOT.
11. IN EXTERIOR WALLS WITH THERMAL INSULATION, PROVIDE CONTINUOUS VAPOR RETARDER WHETHER NOTED ON DETAILS OR NOT.
12. THE CONTRACTOR SHALL REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR THE GENERAL INTENDED LAYOUTS OF MECHANICAL, ELECTRICAL, CABLE TRAY, FIRE SUPPRESSION SYSTEMS AS THEY OCCUR WITHIN THE FINISHED CEILING SYSTEM.

STRAUGHN TROUT ARCHITECTS

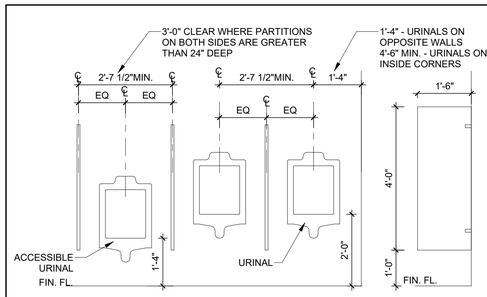
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3801

PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
© STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED FOR USE SOLELY IN CONNECTION WITH THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED FOR USE SOLELY IN CONNECTION WITH THE PROJECT. THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY, INCLUDING ANY OWNER OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR ANY ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 IN ANOTHER DESIGN, DRAWING, OR PLANS IS FOR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER SECTION 817.52 FLORIDA STATUTES. ANY USE OF THESE PLANS FOR UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF 17 U.S.C.§ 1301-1337, 1832. AND OTHER APPLICABLE LAWS. ALL IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE F

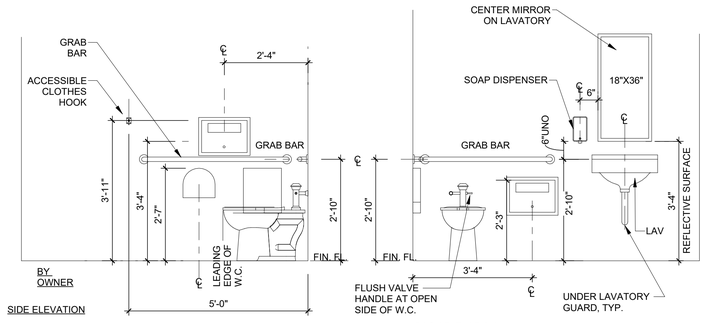


BACK ELEVATION

SIDE ELEVATION - PARTITIONS

PLAN AT WALLS / PARTITIONS GREATER THAN 24"

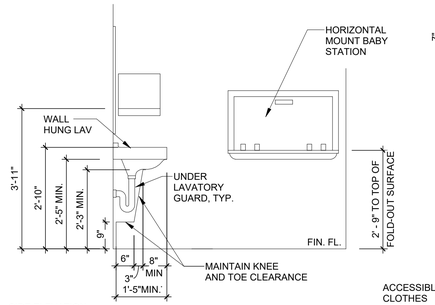
URINALS & URINALS PARTITIONS
1/2" = 1'-0"



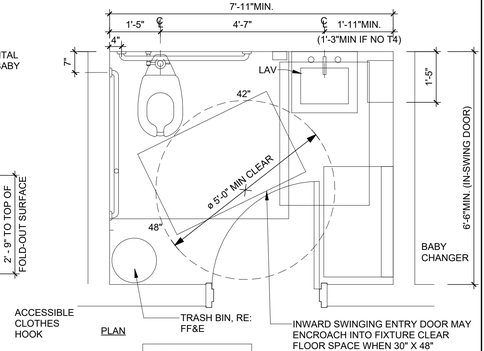
SIDE ELEVATION

BACK ELEVATION

TYPICAL FAMILY / INDIVIDUALL TOILET ROOM LAYOUT - TYPE 'E'
1/2" = 1'-0"

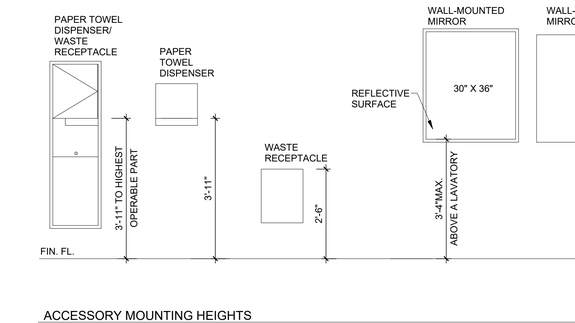


SIDE ELEVATION



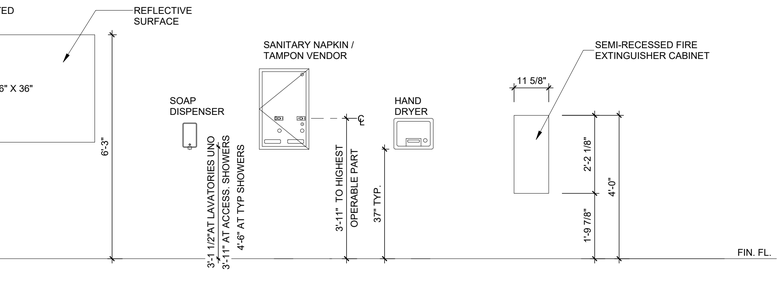
PLAN

PER FBC ADA 304.3.2

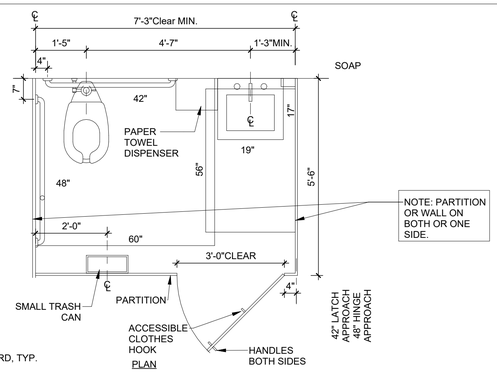


SIDE ELEVATION

TYPICAL WALL MOUNT LAVATORY
1/2" = 1'-0"



ACCESSIBLE TOILET STALL - TYPE 'D'
1/2" = 1'-0"

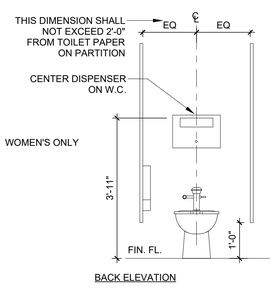


PLAN

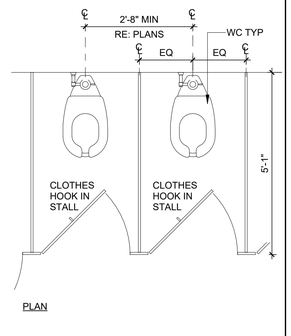
PER FBC ADA 604.3.2 OVERLAP
604.8.1.6 LAV

NOTES:
1. PROVIDE UNDER LAVATORY GUARDS AT ALL LAVATORIES RE: SPECIFICATION AND DRAWINGS FOR ACCESSORIES AT ROOMS.
2. SEE SCHEDULE FOR ADDITIONAL INFORMATION ON ACCESSORIES AT TOILET FIXTURE.
3. LAYOUTS ARE DIAGRAMMATIC, SEE FLOOR PLANS FOR EXACT CONFIGURATIONS.
4. ALL DIMENSIONS ARE TO FINISH FACE

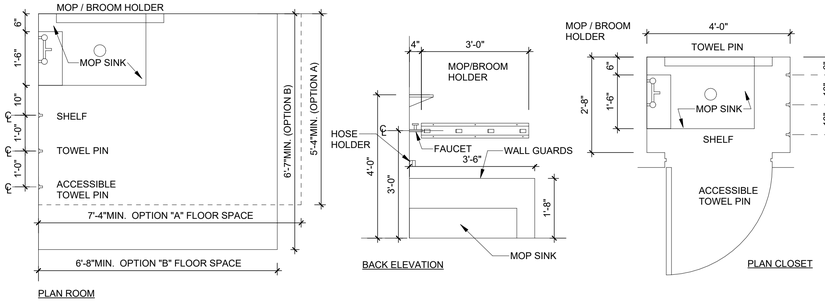
ACCESSORY MOUNTING HEIGHTS
1/2" = 1'-0"



TYPICAL TOILET STALL - TYPE 'A'
1/2" = 1'-0"



PLAN

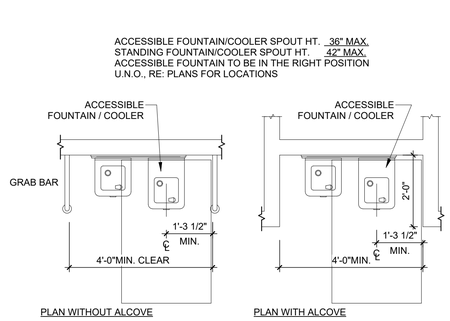


PLAN ROOM

BACK ELEVATION

PLAN CLOSET

JANITOR'S ROOM-CLOSET - TYPE 'M'
1/2" = 1'-0"

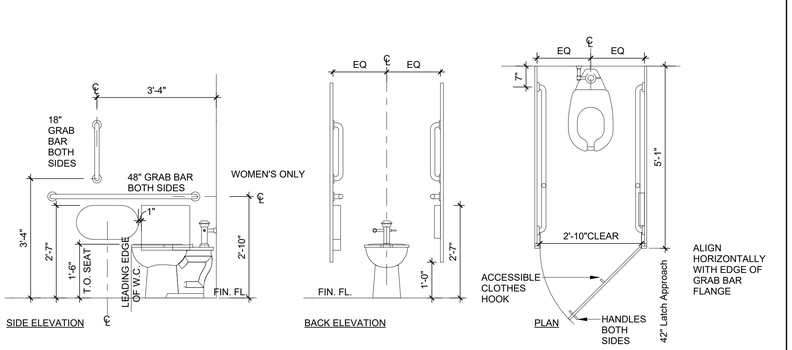


PLAN WITHOUT ALCOVE

PLAN WITH ALCOVE

ACCESSIBLE FOUNTAIN/COOLER SPOUT HT. 36" MAX.
STANDING FOUNTAIN/COOLER SPOUT HT. 42" MAX.
ACCESSIBLE FOUNTAIN TO BE IN THE RIGHT POSITION
U.N.O., RE: PLANS FOR LOCATIONS

DRINKING FOUNTAINS
1/2" = 1'-0"



PLAN

AMBULATORY TOILET STALLS - TYPE 'B'
1/2" = 1'-0"

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-6205
StraughnTrout.com

© CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C. ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND ARE THE PROPERTY OF STA AND WERE PREPARED FOR USE ON THE DRAWING, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE PREPARED FOR USE ON THE DRAWING, AND PLANS AND NO PART OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY, INDIVIDUAL, PARTNERSHIP, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 120 OF THE COPYRIGHT ACT, 17 U.S.C. PROTECTION FOR AN ARCHITECTURAL WORK EXISTS IN SUCH WORK FROM THE DATE OF ITS CREATION AND IS AUTOMATICALLY FOR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.34-3-31-1 ET. SEQ. AND OTHER APPLICABLE LAWS. THE IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

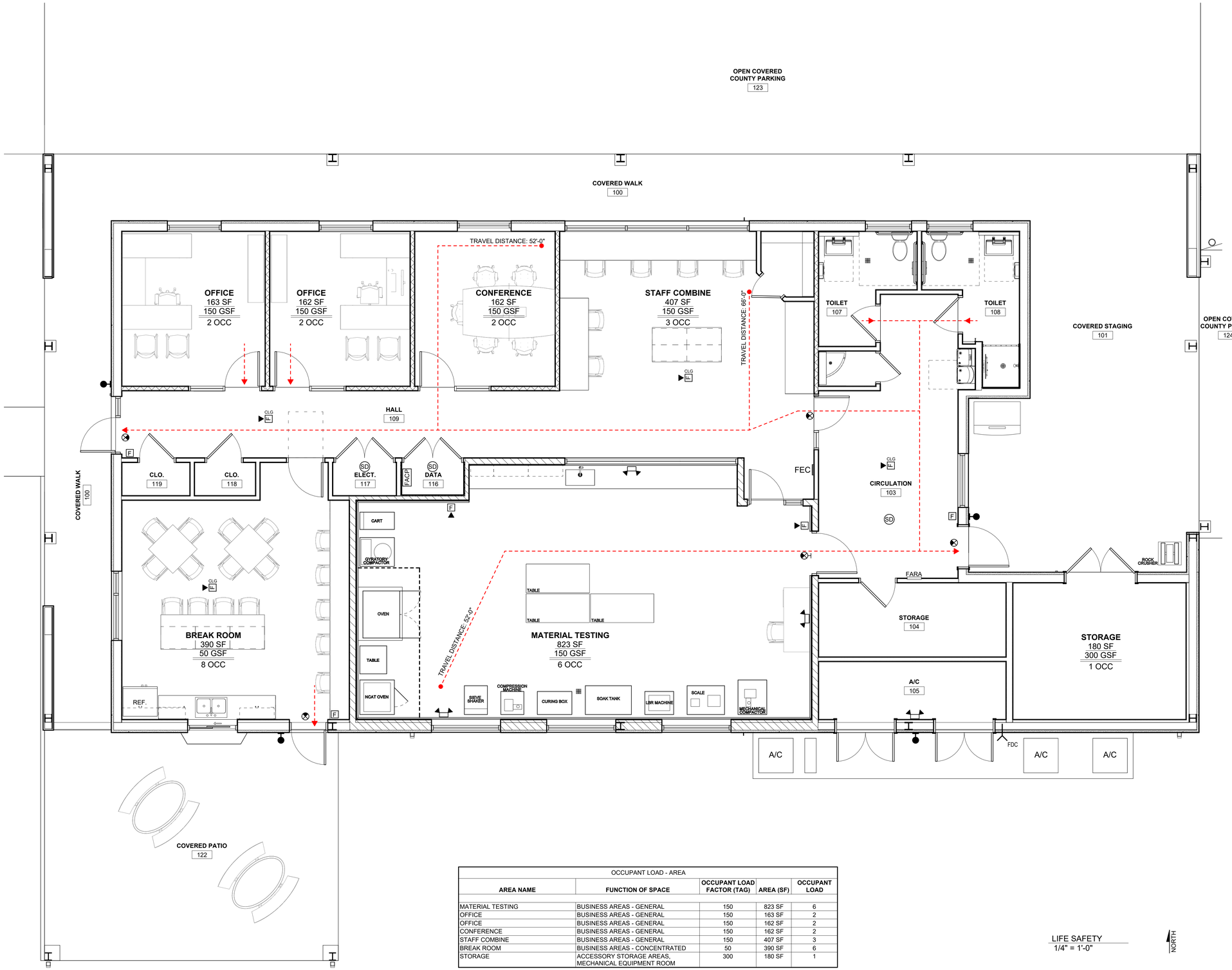
STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

ADAAG STANDARDS

G-004

Architect Docs\2306 - Renovations to Road & Drainage Inspection and Test Bldg\2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V24.rvt
4/25/2025 3:28:08 PM



OCCUPANT LOAD - AREA				
AREA NAME	FUNCTION OF SPACE	OCCUPANT LOAD FACTOR (TAG)	AREA (SF)	OCCUPANT LOAD
MATERIAL TESTING	BUSINESS AREAS - GENERAL	150	823 SF	6
OFFICE	BUSINESS AREAS - GENERAL	150	163 SF	2
OFFICE	BUSINESS AREAS - GENERAL	150	162 SF	2
CONFERENCE	BUSINESS AREAS - GENERAL	150	162 SF	2
STAFF COMBINE	BUSINESS AREAS - GENERAL	150	407 SF	3
BREAK ROOM	BUSINESS AREAS - CONCENTRATED	50	390 SF	6
STORAGE	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300	180 SF	1

LIFE SAFETY
1/4" = 1'-0"

NORTH

GENERAL NOTES

LIFE SAFETY LEGEND

SYMBOL	DESCRIPTION
	MAIN EXIT PATHWAYS
	EXIT PATH
	EMERGENCY LIGHTING
	FIRE ALARM STROBE
	WALL MOUNTED EXTERIOR LIGHTING
	WALL MOUNTED EXIT SIGN
	CEILING MOUNTED EXIT SIGN
SD	SMOKE DETECTOR
CLG FL	FIRE ALARM -STROBE "CLG" - CEILING MOUNTED
F	FIRE ALARM MANUAL PULL STATION
F F	FIRE ALARM HEAT DETECTOR
FEC	FIRE EXTINGUISHER LOCATED IN A SEMI-RECESSED MOUNTED IN RATED CABINET. TOP OF CABINET AT 48". REFER TO SPECS.
KB	KNOX BOX
FE	PORTABLE FIRE EXTINGUISHER
FACP	FIRE ALARM CONTROL PANEL
FATC	FIRE ALARM TERMINAL CABINET
STC#	SECURITY TERMINAL CABINET
68"	EXIT WIDTH CLEARANCE
FARA	FIRE ALARM REMOTE ANNUNCIATOR
PIC	PICTOGRAPHIC SIGN (SEE G101)
FDC	FIRE DEPARTMENT CONNECTION
	EMERGENCY BREAKOUT SIDELIGHT AND SLIDING DOOR

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED FOR USE ON THE SPECIFIED PROJECT. ALL DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE NOT PREPARED FOR USE ON OTHER PROJECTS. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY, PUBLIC OR PRIVATE, FOR ANY OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 IS EXTENDED FOR A TERM OF 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 125 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.24-2-3-11-1 ET. SEQ. AND OTHER APPLICABLE LAWS. THE ARCHITECTURAL WORKS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING
FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #: 2306

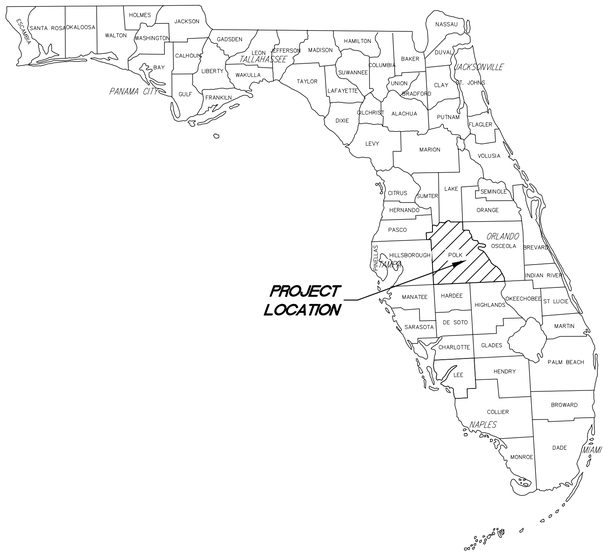
PROJECT MGR.: GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

LIFE SAFETY

LS-101

Autodesk Docs://2306 - Resurfacing to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BUILDING_ARCH_R23.rvt
4/25/2025 3:29:03 PM



CONSTRUCTION DOCUMENTS FOR POLK COUNTY INSPECTION AND TESTING BUILDING

RAA #1

2867 SHEFFIELD ROAD
POLK COUNTY, FLORIDA
MARCH 2025

FOLIO ID: 25-29-15-000000-014000

PROJECT TEAM:

DEVELOPER/OWNER:
POLK COUNTY
FACILITIES MANAGEMENT
NABIL EL QEUIDI, PROJECT MANAGER
2160 MARSHALL EDWARDS DR.
BARTOW, FL 33830
TEL: (863) 534-5566
EMAIL: NABILELQEUIDI@POLK-COUNTY.NET

ARCHITECT:
STRAUGHN TROUT ARCHITECTS
GERALD TROUT, SENIOR PRINCIPAL
2005 E EDGEWOOD DRIVE
LAKELAND, FLORIDA 33803
TEL: 863-665-5205
EMAIL: JERRY@STRAUGHNTROUT.COM

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC
109 SOUTH KENTUCKY AVENUE
LAKELAND, FL 33801
TEL: (863) 701-8702
EMAIL: JASON.ALLIGOOD@KIMLEY-HORN.COM

SURVEYOR:
JOHN RICHARD NOLAND, JR.
SURVEYING AND MAPPING MANAGER
3000 SHEFFIELD ROAD
WINTER HEAVEN, FL 33880
(TEL): 863-535-2200
EMAIL: RICHARDNOLAND@POLK-COUNTY.NET

UTILITY PROVIDERS

WATER/WASTEWATER:
POLK COUNTY UTILITIES
1011 JIM KEENE BLVD.
WINTER HAVEN, FL 33880
TEL: (863) 298-4100

ELECTRIC:
TAMPA ELECTRIC COMPANY
CONTACT: LORENZO JONES
TEL: (813) 275-3427
ENGINEERING GROUP: CSAADMIN@TECOENERGY.COM

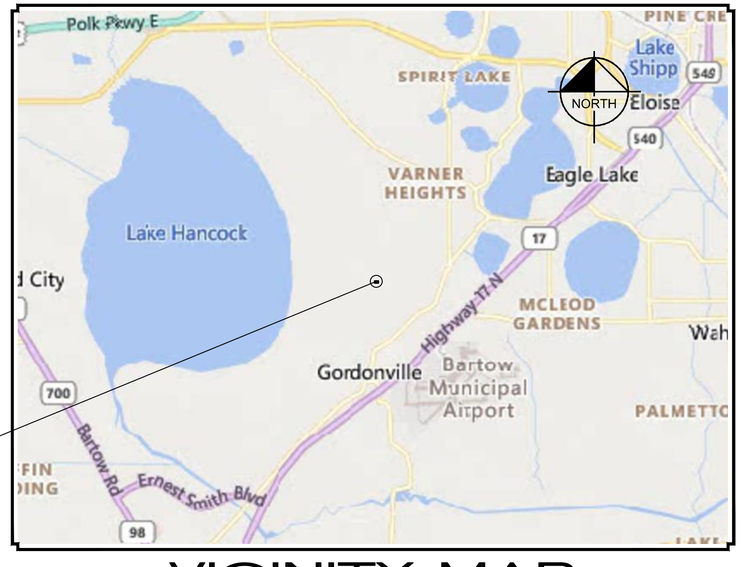
COMMUNICATIONS:
FRONTIER COMMUNICATIONS
TONI CANNON
120 E LIME ST.
LAKELAND, FL 33801
TEL: (813)-675-1014
EMAIL: TONI.CANNON@FTR.COM

NATURAL GAS:
GULFSTREAM NATURAL GAS SYSTEM
JAMES VILLARREAL
TEL: (941) 723-7100
WILLIAMS 24 HRS GAS CONTROL: (800) 440-8475
EMAIL: JAMES.P.VILLARREAL@WILLIAMS.COM

VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988

HORIZONTAL DATUM: FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983

FLOOD ZONE: X (NONE)



PROJECT SITE

VICINITY MAP

N.T.S.

SECTION: 15
TOWNSHIP: 29 S
RANGE: 25 E

SHEET INDEX

C-000 COVER SHEET
C-010 GENERAL NOTES
C-011 GENERAL NOTES
C-020 AERIAL PLAN
C-030 EROSION CONTROL PLAN
C-040 EROSION CONTROL NOTES
C-050 DEMOLITION PLAN
C-100 SITE PLAN
C-200 GRADING AND DRAINAGE PLAN
C-300 UTILITY PLAN
C-400 UTILITY DETAILS
C-500 DETAILS

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY
4	COUNTY RAA #1	03-13-25	JAA
3	FOR COUNTY REVIEW	10-17-24	JAA
2	FOR COUNTY REVIEW	09-18-24	JAA
1	DESIGN DRAWING REVIEW	07-03-24	JAA

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
109 SOUTH KENTUCKY AVENUE, LAKELAND FL. 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM REG NO.: 35106

JASON A. ALLIGOOD LICENSE No 71103 STATE OF FLORIDA PROFESSIONAL ENGINEER

KHA PROJECT 046192004
DATE 3/13/25
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY JAA

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JASON A. ALLIGOOD, P.E. #71103. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

INSPECTION AND TESTING BUILDING
PREPARED FOR
STRAUGHN TROUT
POLK COUNTY FLORIDA

COVER SHEET

SHEET NUMBER C-000

Plotted By:Benling, Maria Sheet Set:Kha Layout:C-000 COVER SHEET March 13, 2025 05:13:09pm K:\LAK_Civil\046192004 - Straughn County Inspection Building\CAD\PlanSheets\C-000-COVR.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

GENERAL NOTES

1. GENERAL NOTES APPLY TO ALL NOTE SECTIONS WITHIN THESE CONTRACT DOCUMENTS. FOR THE PURPOSES OF THESE NOTES, "ENGINEER" REFERS TO KIMLEY-HORN AND ASSOCIATES, INC. "OWNER" REFERS TO THE LEGAL END USER OF THE PROPOSED IMPROVEMENTS, "CONTRACTOR" SHALL BE THE SITE OR UNDERGROUND UTILITY CONTRACTOR OR ANY OF THEIR AGENTS, FORCES, SUBCONTRACTORS, OR EMPLOYEES AS MAY PERFORM THE WORK DEPICTED AND DESCRIBED WITHIN THESE CONTRACT DOCUMENTS. "AUTHORITIES HAVING JURISDICTION (AHJ)" SHALL BE THE FEDERAL, STATE, REGIONAL, COUNTY, OR LOCAL PUBLIC OR QUASI-PUBLIC PERMITTING AUTHORITY OR PRIVATE OWNER AS APPLICABLE. THE ENGINEER IS UNDER CONTRACT WITH THE CLIENT TO PRODUCE THESE CONTRACT DOCUMENTS.

2. A TOPOGRAPHIC AND BOUNDARY SURVEY FOR THIS PROJECT HAS BEEN PERFORMED BY POLK COUNTY SURVEYING & MAPPING SECTION DATED MAY 13, 2024 AND IS INCLUDED AS PART OF THIS DRAWING SET.

3. THE CONTRACTOR IS REQUIRED TO OBTAIN A COPY OF THE CURRENT EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTIONS" (SPECIFICATIONS) AND THE "STANDARD AND SPECIAL DRAWINGS FOR HIGHWAY CONSTRUCTION" (STANDARDS) AND THE CITY UTILITIES CODE STANDARDS AND SPECIFICATIONS AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK, AND, UNLESS OTHERWISE NOTED, ALL WORK SHALL CONFORM AS APPLICABLE TO THESE SPECIFICATIONS AND STANDARDS.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL, EQUIPMENT, AND LABOR TO CONSTRUCT THE IMPROVEMENTS AS SHOWN AND DESCRIBED WITHIN THE CONTRACT DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE AHJ SPECIFICATIONS AND STANDARD DRAWINGS AND/OR FDOT SPECIFICATIONS AND STANDARDS.

5. EXISTING UTILITIES AND SURVEYING BENCHMARKS/MONUMENTS SHOWN ON THE DRAWINGS HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE CLIENT OR THE ENGINEER. CONTRACTOR SHALL LOCATE ALL EXISTING PUBLIC OR PRIVATE UTILITIES AND BENCHMARKS/MONUMENTS, WHETHER OR NOT SHOWN ON THE DRAWINGS, BEFORE COMMENCING WORK. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES AND BENCHMARKS/MONUMENTS. THE CLIENT OR ENGINEER ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED DUE TO THE ACTION OR INACTION OF THE CONTRACTOR OR ANY OF THE FORCES UNDER HIS CONTROL. IF IT IS NECESSARY TO SHORE, BRACE, SWING, OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK. ANY COSTS ASSOCIATED WITH SHORING, BRACING, SWINGING OR RELOCATING SUCH UTILITY AS WELL AS RESETTING BENCHMARKS/MONUMENTS SHALL BE BORN BY THE CONTRACTOR AT NO COST TO THE CLIENT OR ENGINEER.

6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 48 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES (CALL 811) PRIOR TO BEGINNING CONSTRUCTION. A LIST OF THE UTILITY COMPANIES WHICH THE CONTRACTOR MUST CALL BEFORE COMMENCING WORK IS PROVIDED ON THE COVER SHEET OF THESE CONSTRUCTION PLANS. THIS LIST SERVES AS A GUIDE ONLY AND IS NOT INTENDED TO LIMIT THE UTILITY COMPANIES WHICH THE CONTRACTOR MAY WISH TO NOTIFY.

7. CONTRACTOR SHALL CONDUCT OPERATIONS ON SITE TO MINIMIZE DISRUPTION TO THE OWNER'S OPERATIONS, PUBLIC AND PRIVATE ROADS, WALKS, AND OTHER OCCUPIED OR USED FACILITIES WITHOUT THE PERMISSION OF THE AHJ.

8. CONTRACTOR SHALL SAFEGUARD EXISTING IMPROVEMENTS TO REMAIN. RESTORE DAMAGED IMPROVEMENTS TO ORIGINAL CONDITION OR BETTER ACCORDING TO THE AHJ OR OWNER AS APPLICABLE.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS PRIOR TO CONSTRUCTION.

10. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES A COPY OF THE CONTRACT DOCUMENTS INCLUDING DRAWINGS, SPECIFICATIONS, SPECIAL CONDITIONS, REQUIRED CONSTRUCTION PERMITS AND PERMIT SUPPORT DOCUMENTS SUCH AS THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP).

11. ANY DISCREPANCIES WITHIN THE CONTRACT DOCUMENTS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER IN WRITING BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE OWNER AND ENGINEER.

12. ALL COPIES OF REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND ENGINEER DIRECTLY FROM THE TESTING AGENCY.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF APPROPRIATE CONSTRUCTION INTERVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER CERTIFIED RECORD DRAWINGS SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. REQUIRED AS-BUILT DATA IS DESCRIBED UNDER INDIVIDUAL SECTIONS OF THESE GENERAL SPECIFICATIONS.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER AND ENGINEER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER AND ENGINEER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.

15. CONTRACTOR IS RESPONSIBLE FOR TEMPORARY TRAFFIC CONTROL (TTC), ALSO KNOWN AS MAINTENANCE OF TRAFFIC, ON ALL PUBLIC RIGHTS-OF-WAY AS WELL AS PRIVATE ROADWAYS USED BY THE TRAVELING PUBLIC. CONTRACTOR SHALL SUBMIT A TRANSPORTATION MANAGEMENT PLAN (TMP) PREPARED BY QUALIFIED PERSON TO THE ENGINEER FOR REVIEW PRIOR TO IMPLEMENTATION. ANY SUCH PLAN MAY BE SUBJECT TO OVERALL PROJECT CONDITIONS AND SHALL ACCOMODATE OWNER OPERATIONS AS REQUIRED. IF THE TMP IS REQUIRED TO BE APPROVED BY THE AUTHORITIES HAVING JURISDICTION, THEN THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ANY AND ALL PERMITS AND APPROVALS AS WELL AS REQUIRED COORDINATION WITH SUCH AUTHORITY AND BEAR ALL COSTS ASSOCIATED WITH THE EXECUTION OF THIS WORK.

16. CONTRACTOR SHALL PROPERLY SECURE AND SAFEGUARD THE PROPERTY AS NEEDED TO PREVENT THEFT AND VANDALISM AND PROTECT THE OWNER AND THE PUBLIC AT LARGE. SUCH MEASURES MAY INCLUDE SIGNAGE, FENCING, BARRICADES, AND OTHER ELEMENTS.

17. THE CONTRACTOR IS REQUIRED TO CONDUCT AND ADMINISTER ALL CONFERENCES AS MAY BE REQUIRED BY THE AHJ AND, AT A MINIMUM, CONDUCT ONE ON-SITE PRECONSTRUCTION CONFERENCE WITH THE OWNER AND ENGINEER IN ATTENDANCE TO DISCUSS AS-BUILT CREATION, FIELD OBSERVATION, TESTING, PHASING, AND OTHER REQUIREMENTS.

18. USE OF EXPLOSIVES OR BURNING ON SITE FOR ANY PURPOSE IS NOT PERMITTED.

DEMOLITION/ SITE CLEARING NOTES

1. SEE THE "GENERAL NOTES" SECTION OF THESE GENERAL SPECIFICATIONS REGARDING GENERAL NOTES APPLICABLE TO THIS SECTION.

2. DEMOLITION, CLEARING, OR GRUBBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROPRIATE EROSION AND SEDIMENTATION CONTROL MEASURES ARE INSTALLED AND DEMOLITION PERMIT COVERAGES HAVE BEEN OBTAINED. SEE EROSION AND SEDIMENTATION CONTROL NOTES FOR MORE INFORMATION

3. ALL EXISTING UTILITIES SHOWN ON THE DEMOLITION PLAN DRAWINGS ARE TO REMAIN UNLESS SPECIFICALLY SHOWN TO BE REMOVED OR ABANDONED IN PLACE AS NOTED. PIPED UTILITIES SHOWN TO BE ABANDONED IN PLACE SHALL BE GROUTED SOLID. STRUCTURES SHOWN TO BE ABANDONED IN PLACE SHALL HAVE THEIR BOTTOMS BROKEN AND FILLED WITH CLEAN SAND. IF PRESENT, EXISTING GREASE TRAPS, SEPTIC TANKS, OR SIMILAR STRUCTURES SHALL BE PUMPED OUT AND CLEANED BY A QUALIFIED CONTRACTOR PRIOR TO REMOVAL OR ABANDONMENT IN PLACE. IF PRESENT, BURIED PETROLEUM OR OTHER HAZARDOUS MATERIAL TANKS SHALL BE EMPTIED AND REMOVED BY AN APPROPRIATELY LICENSED CONTRACTOR.

4. TREES, WETLANDS, AND OTHER NATURAL FEATURES DESIGNATED TO REMAIN SHALL BE PROTECTED IN ACCORDANCE WITH THE LANDSCAPE DRAWINGS. AT A MINIMUM, ORANGE SAFETY FENCE, 2X4 WOODEN BARRIERS, OR OTHER APPROVED MEASURES SHALL BE ERECTED AT THE DRIP LINES OF TREES, WOODLINES, OR WETLAND BUFFER LIMITS UNLESS OTHERWISE DESCRIBED IN THE LANDSCAPE DRAWINGS.

5. EXISTING FEATURES AND IMPROVEMENTS SHALL BE DEMOLISHED AND REMOVED WITHIN THE LIMITS OF DEMOLITION WORK DEPICTED ON THE DRAWINGS UNLESS OTHERWISE NOTED.

6. HAZARDOUS MATERIALS ARE NOT EXPECTED ON SITE. HOWEVER, IF THE CONTRACTOR UNCOVERS OR SUSPECTS HAZARDOUS MATERIALS MAY BE PRESENT, HE SHALL STOP WORK AND IMMEDIATELY NOTIFY THE ENGINEER IN WRITING FOR FURTHER INSTRUCTION.

7. DEMOLISHED MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND LEGALLY DISPOSED OF OFF SITE.

8. TOPSOIL SHALL BE STRIPPED FROM THE AREAS OF IMPROVEMENTS AND STOCKPILED ON SITE. TOPSOIL SHALL BE SCREENED TO REMOVE STONES LARGER THAN 2" IN DIAMETER, GRASS CLUMPS, TRASH AND DEBRIS. EXCESS TOPSOIL, SURPLUS TO THE NEEDS OF THE PROJECT, SHALL BECOME THE CONTRACTOR'S PROPERTY AND LEGALLY DISPOSED OF OFF SITE.

9. ORGANIC MATERIALS, TREES, SHRUBS, STUMPS AND ROOTS 1"ø AND LARGER SHALL BE CLEARED AND GRUBBED AND STOCKPILED ON SITE. WOODY MATERIALS MAY BE GROUND INTO MULCH AND USED IN PROPOSED LANDSCAPED AREAS. EXCESS ORGANIC MATERIALS, SURPLUS TO THE NEEDS OF THE PROJECT, SHALL BE BECOME THE CONTRACTOR'S PROPERTY AND LEGALLY DISPOSED OF OFF SITE.

10. WELLS TO BE SEALED/ABANDONED SHALL BE SEALED/ABANDONED IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND OTHER AGENCIES HAVING JURISDICTION. EXISTING CASINGS SHALL BE REMOVED TO 24" BELOW FINISHED SUBGRADE. SHOULD THE CONTRACTOR DISCOVER ANY ADDITIONAL PREVIOUSLY UNIDENTIFIED WELLS DURING THE PROGRESS OF HIS WORK, HE SHALL NOTIFY THE ENGINEER IN WRITING FOR FURTHER INSTRUCTION REGARDING DISPOSITION.

PAVING, GRADING AND DRAINAGE NOTES (PART 1)

1. SEE THE "GENERAL NOTES" SECTION OF THESE GENERAL SPECIFICATIONS REGARDING GENERAL NOTES APPLICABLE TO THIS SECTION.

2. ALL MATERIALS AND WORKMANSHIP SUBJECT TO AN AHJ SHALL BE IN ACCORDANCE WITH THE AHJs SPECIFICATIONS AND STANDARDS (CURRENT EDITION) OR FDOT SPECIFICATIONS AND STANDARDS (CURRENT EDITION) IF NOT COVERED BY AUTHORITY.

3. CONTRACTOR SHALL COMPLETE THE WORK IN FULL AND IN ACCORDANCE WITH THE SHOWN, DESCRIBED AND REASONABLY INTENDED REQUIREMENTS OF THE CONTRACT DOCUMENTS AND AHJ REQUIREMENTS. IN THE EVENT THE CONTRACT DOCUMENTS AND THE AHJ REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.

4. SUBMITTALS

A. THE CONTRACTOR SHALL SUBMIT THE FOLLOWING FOR THE ENGINEER'S REVIEW PRIOR TO ACQUISITION:

A.A. AGGREGATE AND SOIL SUBMITTALS SHALL INCLUDE SOURCE, WHETHER OR NOT FROM AN FDOT APPROVED SOURCE, GRADATION/SIEVE ANALYSIS REPORTS, MOISTURE/DENSITY CURVES (PROCTORS), ATTERBERG LIMITS, CORROSIVITY TESTS, AND IDENTIFICATION FOR WHAT MATERIAL THE SUBMITTAL IS FOR (I.E. STABILIZATION, BASE, STRUCTURAL FILL), SPECIALTY SOILS, SUCH AS TOPSOIL, SHALL HAVE TEST RESULTS AND CERTIFICATIONS TO PROVE COMPLIANCE WITH THE REFERENCE SPECIFICATION.

A.B. ALL MANUFACTURED STORMWATER MANAGEMENT PRODUCTS, INCLUDING BUT NOT LIMITED TO, PIPE, PROPRIETARY TREATMENT OR DETENTION SYSTEMS, END SECTIONS, SEALANTS, GASKET MATERIALS, COATINGS, REINFORCING STEEL, VALVES, AND OTHER ACCESSORIES AND APPURTENANCES .

A.C. PRECAST CONCRETE STRUCTURES SHOP DRAWINGS SHALL SHALL BE UNIQUE TO EACH STRUCTURE, IDENTIFY FABRICATION FACILITY, REFERENCE STANDARDS AND CERTIFICATIONS, REINFORCEMENT SCHEDULE, AND CLEARLY IDENTIFY THAT THE STRUCTURE MEETS THE CRITERIA OF THE AHJ OR FDOT, AS APPROPRIATE.

A.D. STEEL/ IRON CASTINGS AND FABRICATIONS SHALL IDENTIFY FOUNDRY, REFERENCE STANDARDS AND CERTIFICATIONS AND SPECIFIC FDOT INDEX OR AUTHORITY HAVING JURISDICTION IDENTIFICATION CRITERIA. IF SUBSTITUTES ARE PROPOSED, IDENTIFY THE ITEM THE SUBSTITUTE IS FOR.

A.E. FDOT JOB FORMULAS FOR ASPHALT, FLOWABLE FILL AND PORTLAND CEMENT CONCRETE MIX DESIGNS AND ALL ANCILLARY PRIME AND TACK COATS, CURING COMPOUNDS, JOINT SEALANTS, ADMIXTURES, REINFORCING STEEL AND REINFORCING STEEL SUPPORTS, DOWELS.

A.F. HYDROSEEDING SEED MIXTURE CERTIFICATIONS, TACKIFIER MATRICES, SOD CERTIFICATIONS AND FARM/ MANUFACTURER OF ORIGIN.

A.G. GEOTEXTILE AND GEOGRID SUBMITTALS SHALL CLEARLY IDENTIFY WHAT ITEM IS BEING SUBMITTED FOR ALONG WITH TEST CRITERIA TO DEMONSTRATE COMPLIANCE WITH THE SPECIFIED ITEM.

5. PRODUCTS

A. AGGREGATES:

A.A. SUITABLE SOILS: IMPORTED OR ON-SITE EXCAVATED MATERIALS IDENTIFIED AS SUCH IN THE PUBLISHED GEOTECHNICAL REPORT FOR A PARTICULAR PURPOSE AND SHALL HAVE LESS THAN 12% FINES (PASSING #200 SIEVE) AND ORGANICS LESS THAN 5 % BY WEIGHT. IF NO GEOTECHNICAL REPORT IS AVAILABLE, SUITABLE SOILS FOR STRUCTURAL FILL WILL BE GRANULAR, NON-PLASTIC SOILS FREE OF ROOTS LARGER THAN 1"ø, ROCKS GREATER THAN 3" IN ANY DIRECTION, MUCK, PEAT, MARL, TRASH, CLAY BALLS, HAZARDOUS SUBSTANCES, OR OTHER DELETERIOUS MATERIALS.

A.B. UNSUITABLE SOILS: SOILS NOT MEETING THE REQUIREMENTS FOR SUITABLE SOILS. THESE SOILS MAY ALSO BE OTHERWISE SUITABLE SOILS THAT ARE LOOSE, SOFT, OR PUMPING IN THEIR IN-SITU STATE AND CANNOT BE IMPROVED IN PLACE; NOT DRIED/ WETTED TO PROPER MOISTURE CONTENT; OR IN EXCESS TO THE NEEDS OF THE PROJECT. SUCH UNSUITABLE SOILS SHALL BE REMOVED AND DISPOSED OF LEGALLY OFF-SITE OR REINSTALLED PER THE CRITERIA OF THE PUBLISHED GEOTECHNICAL REPORT.

A.C. STRUCTURAL FILL: SUITABLE SOILS THAT ARE DRIED/WETTED TO PROPER MOISTURE CONTENT, INSTALLED IN PROPER LIFTS, AND COMPACTED TO THE REQUIRED DENSITIES PER THE GEOTECHNICAL REPORT AND THOSE GENERAL CONDITIONS.

A.D. TOPSOIL: STRIPPED, SCREENED, AND AMENDED TOPSOIL FROM THE SITE THAT HAS BEEN EVALUATED BY THE LANDSCAPE ARCHITECT TO BE SUITABLE FOR LANDSCAPED AREAS OR IMPORTED SOILS MEETING SPECIFICATION 987.

A.E. CLAY CORE: CLAY MATERIALS USED IN EMBANKMENTS TO PREVENT THE MIGRATION OF IMPOUNDED WATERS TO EXTERIOR SLOPES THUS CAUSING SLOPE OR EMBANKMENT PIPING AND FAILURE. CLAYS SHALL BE HIGHLY IMPERMEABLE LEAN CLAYS WITH A LOW SODIC CONTENT. SUBMIT SAMPLES TO THE GEOTECHNICAL ENGINEER FOR EVALUATION PRIOR TO USE.

A.F. PAVEMENT BASE: MATERIALS THAT MEET THE REQUIREMENTS OF SPECIFICATION 911 FOR LIMEROCK AND RECYCLED CONCRETE AGGREGATE (RCA) BASE AS APPROPRIATE.

A.G. BEDDING STONE: PVC AND HDPE STORMWATER PIPES, PVC SANITARY SEWER PIPES, PVC POTABLE, REUSE, WATER AND FIRE MAINS AND SERVICES SHALL BE BEDDED IN #67 STONE PER FDOT SPECIFICATIONS 901 TABLE 1 AND 901-2.3. DUCTILE IRON PIPE (DIP), POLYETHYLENE PIPE (PE), AND REINFORCED CONCRETE PIPE (RCP) SHALL BE BEDDED IN SAND PER SPECIFICATIONS 902 AND 902-6.

A.H. RIP-RAP: SHALL BE BROKEN STONE AND MEET THE REQUIREMENTS OF SPECIFICATIONS 530 AND 530-2.1.3.2.

B. PIPE AND PIPE ACCESSORIES

B.A. REINFORCED CONCRETE PIPE (RCP): SHALL BE GASKETED PER SPECIFICATION 449-4 CLASS III, WALL B, UNLESS OTHERWISE NOTED.

B.B. HIGH DENSITY POLYETHYLENE PIPE (HDPE): SHALL BE GASKETED SOIL-TIGHT CORRUGATED SMOOTH LINED PIPE PER SPECIFICATION 948-2.3 (ADS N-12 OR APPROVED EQUAL).

B.C. POLYPROPYLENE (PP): SHALL BE DUAL WALL GASKETED CORRUGATED PIPE WITH SMOOTH INTERIOR PER SPECIFICATION 948-7 (ADS HP OR APPROVED EQUAL).

B.D. POLYVINYL CHLORIDE PIPE (PVC): SHALL BE GASKETED PIPE FDOT SPECIFICATION 948-1 SDR-35 UNLESS OTHERWISE NOTED IN DRAWINGS.

B.E. HDPE, PP, PVC, AND RCP END SECTIONS SECTIONS SHALL BE PER STANDARD 430-021. END SECTIONS IN THE PUBLIC RIGHT-OF-WAY SHALL BE PER STANDARD 430-022.

B.F. GEOTEXTILE FABRIC: FOR EXFILTRATION SYSTEMS AND TRENCHES, SHALL BE MIRAFI 140N OR APPROVED EQUAL. UNDERLAYMENT FOR RIP-RAP APRONS SHALL BE MIRAFI 1100N OR APPROVED EQUAL. ALL OTHER GEOTEXTILES OR GEOGRIDS SHALL BE PER THE PUBLISHED GEOTECHNICAL REPORT.

C. PRECAST CONCRETE STORMWATER STRUCTURES:

C.A. CATCH BASINS, AND CONTROL STRUCTURES: SHALL SHALL BE PRECAST PORTLAND CEMENT CONCRETE PER SPECIFICATION 621 AND STANDARD 425.

C.A.A. EXTERIOR OF STRUCTURES SHALL BE SHOP COATED WITH ASPHALT PRIOR TO DELIVERY TO THE JOB SITE.

C.A.B. UNLESS PROHIBITED BY THE AUTHORITY HAVING JURISDICTION, PIPE ENTRANCES FOR PLASTIC PIPE SHALL BE EQUIPPED WITH CAST-IN RUBBER BOOTS FOR SEALING ANNULAR SPACES UNLESS SKEWED OR CORNER CUT PIPE ENTRIES EXIST.

C.A.C. FRAMES AND GRATES SHALL BE TRAFFIC LOADING (H-20) RETICULINE STEEL UNLESS NOTED OTHERWISE.

D. PAVEMENTS AND PAVEMENT MATERIALS:

D.A. PORTLAND CEMENT CONCRETE: PORTLAND CEMENT CONCRETE FOR PAVEMENT SHALL MEET SPECIFICATIONS 346 AND 350. IN ADDITION, CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS AND SHALL USE TYPE II CEMENT. A MIX DESIGN SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW. PORTLAND CEMENT, WATER, ANCILLARY ADMIXTURES, CURING COMPOUNDS, JOINT SEALERS, REINFORCING STEEL AND REINFORCING STEEL ACCESSORIES SHALL MEET SPECIFICATIONS 350, 925, 931, 932, REINFORCING CARBON STEEL SHALL MEET SPECIFICATION 931.

D.B. ASPHALT CONCRETE: ASPHALT CONCRETE SHALL BE HOT-MIX SUPERPAVE MIXES CONFORMING TO SPECIFICATION 334 AND SHALL BE PROVEN FDOT APPROVED JOB MIX FORMULAS.

D.C. FLOWABLE FILL SHALL BE THE EXCAVATABLE TYPE PER SPECIFICATION 121.

D.D. PRIME AND TACK COATS: SHALL BE EMULSIFIED ASPHALTS (MS-2 FOR PRIME COAT/ RS-1 FOR TACK COAT) CONFORMING TO SPECIFICATION 300.

E. CURBS AND SIDEWALKS: CURBS SHALL BE CONSTRUCTED OF PORTLAND CEMENT CONCRETE IN ACCORDANCE WITH FDOT SPECIFICATION 520 AND STANDARDS 520-001 BUT SHALL USE 3,000 PSI CONCRETE. CONCRETE SIDEWALK SHALL BE CONSTRUCTED OF PORTLAND CEMENT CONCRETE IN ACCORDANCE WITH FDOT SPECIFICATION 522 AND STANDARDS 522-001.

6. EXECUTION

A. DEWATERING (IF APPLICABLE)

A.A. THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE DEWATERING PERMITS PRIOR TO DEWATERING ACTIVITIES.

A.B. PRIOR TO ENGAGING IN EARTHWORK ACTIVITIES THAT MAY INVOLVE DEWATERING, CONTRACTOR SHALL HAVE IN PLACE THE NECESSARY BMPs, SUCH AS SEDIMENT TRAPS, BASINS AND SEDIMENT CONTAINMENT SYSTEM FILTER BAGS TO COLLECT AND TREAT DEWATERING EFFLUENTS FOR TURBIDITY PRIOR TO DISCHARGE INTO UNPROTECTED SYSTEMS INCLUDING WETLANDS.

A.C. CONTRACTOR SHALL TAKE CARE TO PREVENT EROSIVE CONDITIONS AS A RESULT OF DEWATERING ACTIVITIES. AT NO TIME SHALL THE CONTRACTOR ALLOW DEWATERING EFFLUENTS TO DISCHARGE INTO AREAS OF WORK WHERE DAMAGE TO SUCH WORK MAY RESULT.

A.D. IF SEDIMENT BASINS ARE INADEQUATELY SETTLING OUT SUSPENDED SOLIDS PRIOR TO DISCHARGE , THE CONTRACTOR MAY ADD CHEMICALS, SUCH AS ALUM, TO IMPROVE SETTLING. SUCH CHEMICALS AND APPLICATION RATES SHALL BE IN ACCORDANCE WITH THE AHJ.

B. EARTHWORKS AND GRADING

B.A. SUBGRADE PREPARATION: UPON COMPLETION OF DEMOLITION AND CLEARING AND GRUBBING ACTIVITIES AND ACCEPTANCE BY THE ENGINEER AND PRIOR TO FILLING, CONTRACTOR SHALL PROOF COMPACT EXPOSED SUBGRADE IN ALL CLEARED AREAS TO A DENSITY OF 95% PER ASTM D1557 TO A DEPTH OF TWO FEET BELOW GRADE WITH A LARGE VIBRATORY ROLLER WITH A MINIMUM CAPACITY OF 7,500 POUNDS. IF SOFT, YIELDING OR PUMPING OCCURS UNDER THE PROOF COMPACTION EFFORT, THE GEOTECHNICAL ENGINEER SHALL BE NOTIFIED FOR INVESTIGATION. DEFECTIVE SOIL SHALL BE REMOVED AND REPLACED WITH STRUCTURAL FILL COMPACTED IN LIFTS AND TO DENSITIES IN ACCORDANCE WITH THE PUBLISHED GEOTECHNICAL REPORT UNTIL FILLED TO FINAL SUBGRADE ELEVATION. SOILS SHALL BE COMPACTED IN 12" MAX LOOSE LIFTS TO 95% PER ASTM D1557 AND MOISTURE CONDITIONED TO ±3% OF OPTIMUM. TESTS SHALL BE PER REQUIRED TESTING IN THIS SECTION.

B.B. PERFORM MASS EARTHWORKS IN THE AREA OF WORK TO ACHIEVE FINISH SUBGRADE ELEVATIONS. FILLS SHALL BE PLACED IN LIFTS, WETTED OR DRIED AS APPROPRIATE, ATOP FINISHED SUBGRADE THAT HAS BEEN SCARIFIED PRIOR TO PLACEMENT AND COMPACTED IN ACCORDANCE WITH THE PUBLISHED GEOTECHNICAL REPORT. USE HAND OPERATED PLATE COMPACTORS AND WALK BEHIND VIBRATORY ROLLERS WITHIN 5 FEET OF ANY STRUCTURE. DO NOT PERFORM COMPACTION ACTIVITIES EARLIER THAN 7 DAYS AFTER A CONCRETE WALL OR STRUCTURE POUR.

B.C. STRUCTURAL FILLS MAY CONTAIN NO PARTICLE LARGER THAN 3" IN ANY DIRECTION WITHIN 2' OF THE FINISHED SUBGRADE ELEVATION UNDER PAVEMENTS OR BUILDING SLABS. PARTICLE SIZE SHALL BE LIMITED TO 6" IN ANY DIRECTION FOR AREAS BELOW 2' UNDER THE FINISHED SUBGRADE OF PAVED OR BUILDING AREAS OR LANDSCAPED AREAS. UTILITY TRENCH BACKFILL ABOVE THE BEDDING ZONE, SHALL BE FREE OF STRUCTURAL FILL PARTICLES LARGER THAN 3".

B.D. FINE GRADE TO FINISHED SUBGRADE ELEVATIONS BETWEEN 0' TO (-) 0.04' WITHIN BUILDING AND PAVEMENT LINES AND +/- 0.2' OUTSIDE OF BUILDING AND PAVEMENT LINES. BLEND PROPOSED GRADES INTO EXISTING GRADES IN LANDSCAPED AREAS WITH RADII NOT LESS THAN 8'.

B.E. SOIL STOCKPILES SHALL BE LOCATED OUTSIDE THE DRIP LINES OF TREES AND TREE LINES TO REMAIN

C. STABILIZED SUBRADE

C.A. IN GENERAL, A 12" STABILIZED SUBGRADE TO FDOT LBR40 REQUIRES A 50% MIXTURE OF NATIVE UNSTABILIZED SOIL AND A STABILIZING AGENT AS IDENTIFIED IN SPECIFICATION 914. TESTING AND SUBMITTAL OF SUCH MIXTURES BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER IS REQUIRED PRIOR TO STABILIZED SUBGRADE CONSTRUCTION.

C.B. STABILIZED SUBGRADE OR ITS ALTERNATIVES SHALL BE WETTED TO WITHIN +/- 3% OF OPTIMUM MOISTURE AND COMPACTED TO 98% PER ASTM D1557.

C.C. STABILIZED SUBGRADE SHALL BE FINISHED (-)0.10' TO +0' (AVERAGE) FROM PROPOSED FINISHED SUBGRADE ELEVATIONS.

D. LIMESTONE AND/OR RECYCLED CONCRETE AGGREGATE BASE

D.A. BASE SHALL DUMPED AND SPREAD USING CONVENTIONAL CONSTRUCTION EQUIPMENT.

D.B. FOR TOTAL THICKNESSES OF UP TO 6", BASE MATERIALS MAY BE LAID IN A SINGLE LIFT. FOR TOTAL THICKNESSES GREATER THAN 6", BASE MATERIALS SHALL BE LAID IN TWO EQUAL LIFTS, BUT IN NO CASE SHALL BASE MATERIALS BE LAID IN A LIFT THICKNESS LESS THAN 4.5".

D.C. BASE MATERIALS SHALL NOT BE COMINGLED WITH TOPSOIL OR PLANTING MEDIA.

D.D. FINAL BASE GRADE SHALL BE FINISHED TO +/- 0.25 INCHES (AVERAGE) FROM PROPOSED FINISHED BASE ELEVATIONS.

D.E. PRIOR TO PRIMING, BASE SHALL BE BOARDED USING AN ALUMINUM "SKI" STRAIGHTEDGE OF APPROXIMATELY 2"X4"X12' FOR PLANE SURFACES (NOT ACROSS THE INVERT OR CROWN). HUMPS OR DEPRESSIONS GREATER THAN ½" SHALL BE REWORKED AND REBOARDED. DEPRESSIONS OR HUMPS SHALL BE SCARIFIED 2" AND NEW BASE MATERIAL PLACED, REGRADED AND COMPACTED. REPAIRS USING SCABS WILL NOT BE ALLOWED.

D.F. PRIMING SHALL BE DONE WITH DISTRIBUTOR OR WITH HAND WANDS AS APPROPRIATE AT 0.10 GAL/SY FOR BASE PER SPECIFICATION 300. APPLY BLOTTER SAND PER SPECIFICATION 300-2.2 USING SAND TRUCK.

E. ASPHALT CONCRETE PAVEMENT

E.A. SURFACES TO BE PAVED SHALL BE SWEPT CLEAN OF EXCESS BLOTTER SAND AND DEBRIS, AND HAVE HERBICIDE APPLIED AS APPROPRIATE.

E.B. EXISTING PAVEMENTS SHALL HAVE TACK COAT APPLIED AT 0.05 GAL/SY FOR NEW ASPHALT PAVEMENTS AND 0.07 GAL/SY FOR MILLED OR OXIDIZED/CRACKED ASPHALT SURFACES PER SPECIFICATION 300.

E.C. ASPHALT CONCRETE PAVEMENT SHALL BE ESTIMATED AT A YIELD OF 110#/SY/INCH AND SHALL BE LAID, COMPACTED AND FINISHED USING FDOT APPROVED EQUIPMENT FOR SUPERPAVE MIX DESIGNS. THICKNESSES NOTED IN THE DRAWINGS ARE AFTER COMPACTION.

E.D. JOINTS TO EXISTING PAVEMENTS SHALL BE "BULKHEAD" STYLE WHERE EXISTING PAVEMENT IS SAWCUT FOR A NEAT EDGE AND A FULL DEPTH CONNECTION CAN BE MADE. ASPHALT JOINTS SHALL BE STAGGERED ACCORDING TO THE DETAILS CONTAINED WITHIN THESE DRAWINGS.

E.E. TRENCHES FOR UTILITIES ACROSS EXISTING PAVEMENTS SHALL BE SAWCUT IN ACCORDANCE WITH THE DETAILS CONTAINED WITHIN THESE DRAWINGS.

E.F. SAWCUT EDGES SHALL BE "PAINTED BLACK" WITH TACK COAT.

E.G. PATCHES IN FINAL LIFTS OF ASPHALT SHALL BE NEATLY AND SQUARELY SAWCUT BEYOND THE DAMAGED OR CRACKED AREA; WET, DELETERIOUS, AND LOOSE MATERIALS REMOVED, AND REMAINING SURFACE TACKED. HOT-MIX ASPHALT MATCHING THE EXISTING PAVEMENT GRADATION SHALL BE LAID AND FINISHED BY HAND OR MACHINE AND COMPACTED AS APPROPRIATE. ASPHALT IN LIFTS OR SURFACE OTHER THAN FINAL LIFT CAN HAVE THE DAMAGED

PAVING, GRADING AND DRAINAGE NOTES (PART 2)

7. TOPSOIL, GRASSING AND MULCHING

A.A. TOPSOIL, EITHER FROM STOCKPILES ON SITE OR IMPORTED FROM FDOT APPROVED SOURCES, SHALL BE INSTALLED PER SPECIFICATION 570 AND COMPACTED IN ACCORDANCE WITH THE PUBLISHED GEOTECHNICAL REPORT AND SHALL BE FINISHED TO +/-0.2 FOOT OF FINISHED GRADE.

A.B. PERMANENT GRASS SEED AND MULCH, IF SPECIFIED ON THE DRAWINGS, SHALL BE HYDROSEEDED WITH A BONDED FIBRE MATRIX PER SPECIFICATIONS 570-3.4 AND 570-3.5.

A.C. SOD, IF SPECIFIED, SHALL BE LAID ACCORDING TO SPECIFICATION 570-3.3 AND MUST BE USED ON SLOPES STEEPER 6:1 (H:V) AND MUST BE PINNED ON SLOPES 3:1 (H:V) OR STEEPER.

A.D. PROPOSED SLOPES THAT ARE TO BE SODDED SHALL BE SODDED WITH 3 DAYS OF GRADING COMPLETION OF SUCH SLOPES.

A.E. UPON COMPLETION OF FINISH GRADING, A 2' WIDE SOD STRIP SHALL BE PLACED AT BACK EDGE OF ALL CURBS OR EDGES OF PAVEMENT OR AROUND CATCH BASINS AND INLETS IN UNPAVED AREAS AS APPROPRIATE.

A.F. PERMANENT AND TEMPORARY GRASSING MUST BE WATERED, FERTILIZED, HERBICIDES AND PESTICIDES APPLIED AND MAINTAINED (MOWED) UNTIL ESTABLISHMENT PER SPECIFICATION 570 OR UNTIL AFTER PROJECT CERTIFICATE OF OCCUPANCY OR SUBSTANTIAL COMPLETION IS ACHIEVED, WHICHEVER IS THE LATER DATE. APPLICATIONS OF FERTILIZER AND PESTICIDES SHALL ONLY BE THAT AMOUNT NEEDED TO MAINTAIN A HEALTHY STAND OF GRASS AND IN NO CASE SHALL EXCEED THE MANUFACTURER'S LIMITS.

8. REQUIRED OBSERVATIONS

B.A. CONTRACTOR SHALL NOTIFY ENGINEER 48 HOURS PRIOR TO REQUIRING THE FOLLOWING OBSERVATIONS:

B.A.A. DURING PROOFROLLING OPERATIONS AND REMOVAL AND REPLACEMENT OF SOFT AND YIELDING MATERIALS

B.A.B. FINISHED SUBGRADE/ STABILIZED SUBGRADE STRING LINING

B.A.C. FINISHED BASE PRIOR TO PRIMING, STRING LINING, AND BOARDING

B.A.D. PIPE JOINTS PRIOR TO BACKFILL

B.A.E. PIPE/STRUCTURE CONNECTIONS PRIOR TO BACKFILL

B.A.F. TELEVISING (OR LAMPING IF APPROVED) OF STORM SEWER PIPES AFTER BASE INSTALLATION AND PRIOR TO PAVING

B.A.G. AT LEAST ONE INSPECTION SHALL BE CONDUCTED BY THE ENGINEER OF RECORD TOWARD THE END OF PROJECT CONSTRUCTION TO MAKE AN EVALUATION OF CONFORMANCE OF THE WORK TO DESIGN INTENT AND PUBLISHED DRAWINGS.

9. REQUIRED TESTING:

A.A. FILLS AND EMBANKMENTS: A MINIMUM OF THREE (3) DENSITY TESTS PER DAY, PER LIFT OF FILL, PER 5,000 SQ FT OR FRACTION THEREOF SHALL BE PERFORMED INSIDE THE BUILDING AREA. A MINIMUM OF THREE (3) DENSITY TESTS PER DAY, PER LIFT OF FILL, PER 10,000 SQ FT OR FRACTION THEREOF SHALL BE PERFORMED OUTSIDE THE BUILDING AREA.

A.B. FOOTING SUBGRADES: AT LEAST ONE TEST OF EACH SOIL STRATUM WILL BE PERFORMED TO VERIFY DESIGN BEARING CAPACITIES. SUBSEQUENT VERIFICATION AND APPROVAL OF OTHER FOOTING SUBGRADES MAY BE BASED ON A VISUAL COMPARISON OF SUBGRADE WITH TESTED SUBGRADE WHEN APPROVED BY ENGINEER.

A.C. FOUNDATION WALL BACKFILL: FOR EACH COMPACTED BACKFILL LAYER, AT LEAST ONE (1) TEST FOR EVERY 100 FEET OR LESS OF WALL LENGTH BUT NO FEWER THAN THREE TESTS.

A.D. TRENCH BACKFILL: FOR EACH COMPACTED BACKFILL LAYER, AT LEAST ONE (1) TEST FOR EVERY 100 FEET OF TRENCH LENGTH BUT NO LESS THAN ONE TEST.

A.E. BASE: FOR EACH LIFT AT A RATE OF ONE (1) TEST PER 5,000 SQ. FT. MINIMUM OF THREE (3).

A.F. IF ADEQUATE BACKFILL COMPACTION IS CONSISTENTLY OBTAINED, THE TEST LAB MAY VARY THE FREQUENCY OF TESTING, WITH APPROVAL FROM THE ENGINEER.

A.G. PROOF-ROLLED SUBGRADE SHALL BE TESTED AT 1 TEST PER 5,000 SQ-FT (MINIMUM OF THREE).

9. REQUIRED AS-BUILT INFORMATION:

A.A. CONTRACTOR SHALL PREPARE AND SUBMIT AS-BUILTS TO THE ENGINEER FOR REVIEW IN ACCORDANCE WITH THE GENERAL NOTES. THE FOLLOWING INFORMATION SHALL BE PROVIDED.

A.A.A. ELEVATION OF COMPLETED BERMS AT 50 FT O.C.

A.A.B. TOP OF BANK, TOE OF SLOPE, TOE OF BENCH AND WATERLINE OF STORMWATER DETENTION BASINS

A.A.C. EMERGENCY OVERFLOW ELEVATIONS AND DIMENSIONS (IF APPLICABLE)

A.A.D. CONTROL STRUCTURE AND DRAINAGE STRUCTURE RIM, INVERT, ORIFICE INVERT ELEVATION AND DIMENSIONS, WEIR CREST INVERT, LENGTH AND HEIGHT ELEVATIONS AND DIMENSIONS, AND TOP AND BOTTOM OF SKIMMER ELEVATIONS. (IF APPLICABLE)

A.A.E. PIPE MATERIAL, SIZE, LENGTH AND PROPER AS-BUILT LOCATION AND DIMENSIONS.

A.A.F. INVERTS AND VERTICAL CLEARANCE OF PIPES AND SURFACE ELEVATIONS AT ALL PROPOSED PIPE CROSSINGS.

A.A.G. FINISHED PAVEMENT ELEVATIONS TAKEN AT PROPOSED SPOT ELEVATION LOCATIONS.

A.A.H. BASE PRIOR TO PAVING. APPROVAL OF BASE AS-BUILTS IF REQUIRED BY AHG, PRIOR TO PAVING.

A.A.I. CROSSING TABLES IN A .CSV FILE LISTING THE TOP PIPE, BOTTOM PIPE, PIPE SIZES, TOP PIPE INVERT, BOTTOM PIPE CROWN, AND VERTICAL CLEARANCES

A.A.J. PIPE AND STRUCTURE TABLES IN .CSV FILE LISTING THE NORTHING, EASTING, ELEVATION, DESCRIPTION, FINISHED GRADE, AND COVER

WATER AND SEWER UTILITY NOTES

1. SEE THE "GENERAL NOTES" SECTION OF THESE GENERAL SPECIFICATIONS REGARDING GENERAL NOTES APPLICABLE TO THIS SECTION.

2. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH POLK COUNTY UTILITY STANDARDS OR FDOT SPECIFICATIONS AND STANDARDS (CURRENT EDITION) IF NOT COVERED BY AUTHORITY.

3. THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, MACHINERY, TOOLS, MEANS OF TRANSPORTATION AND LABOR NECESSARY TO CONSTRUCT DOMESTIC WATER DISTRIBUTION AND SANITARY SEWER COLLECTION SYSTEMS AND ALL ASSOCIATED LATERALS, SERVICE LINES, LIFT STATIONS, STRUCTURES, VALVES, FITTINGS, APPURTENANCES, METERS, PIPE RESTRAINTS, BACKFLOW PREVENTION ASSEMBLIES, GRAVITY AND FORCE MAIN AND SERVICE PIPES, ANCILLARY ELECTRIC SERVICE.

4. CONTRACTOR SHALL COMPLETE THE WORK IN FULL AND IN ACCORDANCE WITH THE SHOWN, DESCRIBED AND REASONABLY INTENDED REQUIREMENTS OF THE CONTRACT DOCUMENTS AND AHJ REQUIREMENTS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE AHJ REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.

5. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS FOR UTILITY LOCATION (CALL 811) AND UTILITY PROVIDER COORDINATION IN ACCORDANCE WITH THE NOTES CONTAINED IN THE GENERAL NOTES SECTION OF THIS GENERAL SPECIFICATIONS SHEET.

6. ALL MATERIALS AND CONSTRUCTION METHODS ARE SUBJECT TO THE APPROVAL OF THE AHJ.

7. SUBMITTALS

A. THE CONTRACTOR SHALL SUBMIT THE FOLLOWING FOR THE ENGINEERS REVIEW PRIOR TO ACQUISITION:

A.A. ALL MANUFACTURED DOMESTIC WATER AND FIRE SERVICE WATER, AND SANITARY SEWER PRODUCTS, INCLUDING BUT NOT LIMITED TO: PIPE, FITTINGS, SEALANTS, GASKET MATERIALS, COATINGS, LININGS AND LINERS, REINFORCING STEEL, VALVES, HARDWARE, CONTROLS, ELECTRICAL COMPONENTS, AND OTHER ACCESSORIES AND APPURTENANCES. SUCH PRODUCTS SHALL IDENTIFY ALL CERTIFICATIONS, REFERENCE STANDARDS, AND APPROVALS INCLUDING AND SPECIFIC APPROVALS OR REFERENCES OF THE AHJ.

A.B. PRECAST CONCRETE STRUCTURE SHOP DRAWINGS SHALL SHALL BE UNIQUE TO EACH STRUCTURE, IDENTIFY FABRICATION FACILITY, REFERENCE STANDARDS AND CERTIFICATIONS, APPROVALS, REINFORCEMENT SCHEDULE, AND CLEARLY IDENTIFY THAT THE STRUCTURE MEETS THE CRITERIA OF THE AHJ OR FDOT, AS APPROPRIATE.

A.C. STEEL/ IRON CASTINGS AND FABRICATIONS SHALL IDENTIFY FOUNDRY, REFERENCE STANDARDS AND CERTIFICATIONS AND SPECIFIC FDOT INDEX OR AHJ IDENTIFICATION CRITERIA. IF SUBSTITUTES ARE PROPOSED, IDENTIFY THE ITEM THE SUBSTITUTE IS FOR.

A.D. MATERIALS USED FOR FIRE SERVICE SHALL HAVE FMG/UL CERTIFICATION OR APPROVAL.

8. PRODUCTS

A. DOMESTIC AND FIRE WATER

A.A. POLYETHYLENE (PE) RESIN 4710 PIPE FOR PRIVATE ON-SITE SERVICES SHALL BE DR9 PER ANSI/AWWA C901-17 AND C906-15 WITH SOCKET OR BUTT-FUSION JOINTS AND SHALL HAVE A BLUE IDENTIFICATION STRIPE.

A.B. PRIVATE ON-SITE POLYVINYLCHLORIDE (PVC) PIPE FOR WATER MAINS AND SERVICES SHALL BE SDR18 PER ANSI/AWWA C900-16, AS NOTED ON PLANS.

A.D. PRIVATE ON-SITE POLYVINYLCHLORIDE (PVC) PIPE FOR FIRE MAINS SHALL BE SDR14 PER ANSI/AWWA C900-16 AND UL 1285.

A.E. PRIVATE ON-SITE DUCTILE IRON PIPE (DIP) AND MECHANICAL JOINTS SHALL BE ZINC COATED, THICKNESS CLASS CL52 CEMENT MORTAR LINED WITH BLUE STRIPE AND MEETING THE REQUIREMENTS OF ANSI/AWWA C104-16; C111-17; C150-14; C151-17.

A.F. PRIVATE ON-SITE DUCTILE IRON PIPE (DIP) AND FITTINGS (FLANGED JOINT) SHALL BE ZINC COATED, THICKNESS CLASS CL52 CEMENT MORTAR LINED WITH BLUE STRIPE AND MEETING THE REQUIREMENTS OF ANSI/AWWA C104-16; C111-17; C150-14; C151-17; AND C115-11.

A.G. PRIVATE ON-SITE MECHANICAL DUCTILE IRON FITTINGS FOR PVC AND DUCTILE IRON PIPE SHALL BE MINIMUM CLASS 350 PUSH-ON GASKETED FITTINGS PER ASTM/AWWA C110-12; C153-19; C111-17.

A.H. PRIVATE ON-SITE MECHANICAL JOINT RESTRAINTS SHALL BE WEDGE ANCHOR ASSEMBLIES FOR DIP AND PVC PIPE. MEG-A-LUG BY EBAA IRON OR APPROVED EQUAL.

A.I. PRIVATE ON-SITE POLYETHYLENE ENCASEMENT FOR DIP SHALL BE PER ANSI/AWWA C105-18 V-BIO OR APPROVED EQUAL.

A.J. PRIVATE ON-SITE BURIED GATE VALVES SHALL BE MECHCANICAL JOINT, RESILIENT SEATED NON-RISING STEM PER AWWA C509-15; C550-17. VALVES WITH NUTS OVER 3 FEET IN DEPTH SHALL HAVE ROD EXTENSIONS

A.K. PRIVATE ON-SITE ABOVE GROUND GATE VALVES SHALL BE FLANGED JOINT, RESILIENT SEATED, OS&Y PER AWWA.

A.L. PRIVATE ON-SITE BACKFLOW PREVENTION DEVICES SHALL BE REDUCED PRESSURE ZONE (RPZ) OR DOUBLE CHECK VALVES (DCV) WITH LOCKED CHAINS PER THE AHJ. AT A MINIMUM, BACKFLOW PREVENTION DEVICES SHALL MEET THE REQUIREMENTS OF THE UNIVERSITY OF SOUTHERN CALIFORNIA'S FOUNDATION FOR CROSS-CONNECTION CONTROL AND HYDRAULIC RESEARCH AS WELL AS THE AHJ'S REQUIREMENTS.

A.M. PRIVATE ON-SITE VALVE BOXES SHALL BE ADJUSTABLE CAST IRON H-20 LOADING CAPABILITY AND AWWA M44 OF SUFFICIENT LENGTH TO ACCOMODATE VALVES DEPTH, LOCKING TYPE IN TRAFFIC AREAS, AND THE WORD "WATER" CAST INTO THE LID.

A.N. FIRE HYDRANTS SHALL MEET POLK COUNTY UTILITIES REQUIREMENTS PER FIGURE WA-03.

A.O. PRIVATE ON-SITE FIRE DEPARTMENT CONNECTIONS SHALL BE SIAMESE PER NFPA 1963 AND UL 405 WITH TWO 2-1/2" INLETS AND 1-4" OUTLET WITH LUGGED CAPS, GASKETS AND CHAINS, LUGGED SWIVEL CONNECTION AND DROP CLAPPER.

B. SANITARY SEWER

B.E. POLYVINYL CHLORIDE (PVC) PIPE FOR GRAVITY SERVICE SHALL BE SDR-26 PER ASTM D 3034 AND ASTM F 477, EXTERIOR COLOR GREEN.

B.F. CLEANOUTS SHALL BE PER ASME A112.36.2M, ROUND OR HEXAGONAL, HEAVY DUTY GRAY-IRON HOUSING WITH CLAMPING DEVICE AND ROUND, SECURED, SCORIATED, GRAY-IRON COVER. THAT SHALL BE PLACED OVER THREADED AND PLUGGED PVC RISER.

B.G. FORCEMAIN PIPE SHALL BE POLYETHYLENE (PE) RESIN 4710 DR9 PIPE PER ANSI/AWWA C901-17 AND C906-15 WITH SOCKET OR BUTT-FUSION JOINTS AND SHALL HAVE A GREEN IDENTIFICATION STRIPE.

B.H. LIFT STATION COMPONENTS SHALL MEET UL508A, UL508, AND AWWA STANDARDS FOR THE VARIOUS FITTINGS, VALVES, APPURTENANCES

C. ANY PVC PIPE IN PUBLIC R/W SHALL BE SDR-26.

9. EXECUTION

A. THE CONTRACTOR SHALL CONSTRUCT GRAVITY SEWER LATERALS, LIFT STATION AND FORCEMAINS, AND DOMESTIC WATER AND FIRE PROTECTION SYSTEMS AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, MACHINERY, TOOLS, MEANS OF TRANSPORTATION AND LABOR NECESSARY TO COMPLETE THE WORK IN FULL AND COMPLETE ACCORDANCE WITH THE SHOWN, DESCRIBED AND REASONABLY INTENDED REQUIREMENTS OF THE CONTRACT DOCUMENTS AND JURISDICTIONAL AGENCY REQUIREMENTS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN. POLK COUNTY IS THE JURISDICTIONAL AGENCY REGARDING SANITARY SEWER SERVICES CONSTRUCTION AND MATERIALS.

B. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS FOR UTILITY LOCATION AND COORDINATION IN ACCORDANCE WITH THE NOTES CONTAINED IN THE GENERAL NOTES SECTION OF THIS GENERAL SPECIFICATIONS SHEETS.

C. THE CONTRACTOR SHALL RESTORE ALL DISTURBED VEGETATION IN KIND, UNLESS SHOWN OTHERWISE.

D. DEFLECTION OF PIPE JOINTS AND CURVATURE OF PIPE SHALL NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS OR THE AHJ REQUIREMENTS IF APPLICABLE. SECURELY CLOSE ALL OPEN ENDS OF PIPE AND FITTINGS WITH A WATERTIGHT PLUG WHEN WORK IS NOT IN PROGRESS. THE INTERIOR OF ALL PIPES SHALL BE CLEAN AND JOINT SURFACES WIPED CLEAN AND DRY AFTER THE PIPE HAS BEEN LOWERED INTO THE TRENCH. VALVES SHALL BE PLUMB AND LOCATED ACCORDING TO THE PLANS.

E. ALL PHASES OF INSTALLATION, INCLUDING UNLOADING, TRENCHING, LAYING AND BACK FILLING, SHALL BE DONE IN A FIRST CLASS WORKMANLIKE MANNER. ALL PIPE AND FITTINGS SHALL BE CAREFULLY STORED FOLLOWING MANUFACTURER'S RECOMMENDATIONS. CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE COATING OR LINING IN ANY D.I. PIPE FITTINGS. ANY PIPE OR FITTING WHICH IS DAMAGED OR WHICH HAS FLAWS OR IMPERFECTIONS WHICH, IN THE OPINION OF THE ENGINEER OR OWNER, RENDERS IT UNFIT FOR USE, SHALL NOT BE USED. ANY PIPE NOT SATISFACTORY FOR USE SHALL BE CLEARLY MARKED AND IMMEDIATELY REMOVED FROM THE JOB SITE, AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

F. WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLES BEING BROUGHT ON SITE.

G. ALL UTILITY AND STORM DRAIN TRENCHES LOCATED UNDER AREAS TO RECEIVE PAVING SHALL BE COMPLETELY BACK FILLED IN ACCORDANCE WITH THE GOVERNING JURISDICTIONAL AGENCY'S SPECIFICATIONS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.

H. UNDERGROUND LINES SHALL BE SURVEYED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR PRIOR TO BACK FILLING.

I. CONTRACTOR SHALL PERFORM, AT HIS OWN EXPENSE, ANY AND ALL TESTS REQUIRED BY THE SPECIFICATIONS AND/OR ANY AGENCY HAVING JURISDICTION. THESE TESTS MAY INCLUDE, BUT MAY NOT BE LIMITED TO, INFILTRATION AND EXFILTRATION, TELEVISION INSPECTION AND A MANDREL TEST ON GRAVITY SEWER. A COPY OF THE TEST RESULTS SHALL BE PROVIDED TO THE UTILITY PROVIDER, OWNER AND JURISDICTIONAL AGENCY AS REQUIRED.

J. ANY SANITARY MANHOLES WITHIN PRIVATE PROPERTY SHALL NOT HAVE POLK COUNTY UTILITIES ON THEM.

POLK COUNTY LAND DEVELOPMENT DIVISION STANDARD NOTES

1. TRAFFIC SIGNS AND PAVEMENT MARKINGS SHALL BE INSTALLED PRIOR TO OPENING A NEW OR MODIFIED ROAD.

2. ALL CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF APPENDIX A OF THE POLK COUNTY LAND DEVELOPMENT CODE AND THE POLK COUNTY UTILITIES CODE, AS APPLICABLE.

3. CHANGES FROM PLANS OR SPECIFICATIONS SUBSTANTIALLY AFFECTING CONFORMANCE TO STANDARDS OR PERFORMANCE OF SYSTEMS MUST BE SUBMITTED IN A WRITTEN REQUEST BY THE ENGINEER OF RECORD AND RECEIVE WRITTEN APPROVAL BY THE COUNTY ENGINEER PRIOR TO THE IMPLEMENTATION OF SUCH CHANGES, UNLESS OTHERWISE PROVIDED FOR IN THE POLK COUNTY LAND DEVELOPMENT CODE OR THE POLK COUNTY UTILITIES CODE. MAJOR MODIFICATIONS MAY REQUIRE AN APPROVAL BY THE DEVELOPMENT REVIEW COMMITTEE. IN SUCH CASES, THE APPLICANT SHALL SUBMIT THE APPROPRIATE APPLICATION AND FEES FOR A NEW REVIEW AT THE LEVEL OF THE ORIGINAL APPROVAL, OR LEVEL 2, WHICHEVER IS GREATER.

4. THE CONTRACTOR SHALL NOTIFY POLK COUNTY INSPECTIONS STAFF (863) 534-6449, AT LEAST FIVE (5) WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND PRIOR TO ANY ACTIVITY REQUIRING INSPECTION, INCLUDING SITE PAVING.

5. TO SCHEDULE THE REQUIRED PRE-CONSTRUCTION MEETING, THE ENGINEER OF RECORD SHALL CONTACT THE POLK COUNTY LAND DEVELOPMENT DIVISION, OFFICE OF THE COUNTY ENGINEER AT (863) 534-6449.

6. AT THE COMPLETION OF CONSTRUCTION, AND PRIOR TO BENEFICIAL USE OF ANY FACILITY OR SYSTEM, AS-BUILT RECORD DRAWINGS SHALL BE SUBMITTED AND APPROVED IN ACCORDANCE WITH POLK COUNTY UTILITIES CODE, CHAPTER 2, PART 3.01 AND THE POLK COUNTY LAND DEVELOPMENT CODE, APPENDIX A, SECTION A406.C.

7. MOT FOR THE PROJECT WILL BE IN ACCORDANCE WITH THE CURRENT FDOT TRAFFIC CONTROL REQUIREMENTS THROUGH WORK ZONES, SECTION 102-600 SERIES, OF THE FDOT STANDARD PLANS.

8. THE ASPHALT PAVEMENT WILL EXTEND ¼ INCH ABOVE THE ROAD SIDE EDGE FOR ALL CURB AND GUTTER CONSTRUCTED ON PUBLIC OR PRIVATE ROADS.

9. POLK COUNTY IS NOT RESPONSIBLE FOR DESIGN AND/OR PLAN ERRORS. ALL CONSTRUCTION WITHIN POLK COUNTY R/W SHALL BE IN ACCORDANCE WITH POLK COUNTY AND FDOT STANDARDS AND SPECIFICATIONS. ALL CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF APPENDIX A OF THE POLK COUNTY LAND DEVELOPMENT CODE AND THE POLK COUNTY UTILITIES CODE, AS APPLICABLE.

No.	REVISIONS	DATE	BY
4	COUNTY RAI #1	03-13-25	JAA
3	FOR COUNTY REVIEW	10-17-24	JAA
2	FOR COUNTY REVIEW	09-18-24	JAA
1	DESIGN DRAWING REVIEW	07-03-24	JAA

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
109 SOUTH KENTUCKY AVENUE, LAKELAND FL, 33801
PHONE: 863-701-6702
WWW.KIMLEY-HORN.COM REG NO.: 35106

JASON A. ALLIGOOD No 71103 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JASON A. ALLIGOOD, P.E. #71103. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

KHA PROJECT 046192004
DATE 3/13/25
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY JAA

INSPECTION AND TESTING BUILDING
PREPARED FOR
STRAUGHN TROUT
POLK COUNTY FLORIDA

GENERAL NOTES

SHEET NUMBER
C-011

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Plotted By:Bentley, Maria Sheet Set:Kha Layout:C-011 GENERAL NOTES March 13, 2025 05:13:21pm K:\LAK_Civil\046192004 - Straughn County Inspection Building\CAD\PlanSheets\C-010-NOTE.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Plotted By:Behling, Maria Sheet Set:Kha Layout:C-020 AERIAL PLAN March 13, 2025 05:13:34pm K:\LAK_Civil\046192004 - Straughn County Inspection Building\CAD\PlanSheets\C-020-AERIAL.dwg

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



GRAPHIC SCALE IN FEET
0 50 100 200

NORTH

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
Know what's below. Call before you dig.
811
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JASON A. ALLIGOOD, P.E. #71103. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SHEET NUMBER C-020

INSPECTION AND TESTING BUILDING

PREPARED FOR
STRAUGHN TROUT
POLK COUNTY FLORIDA

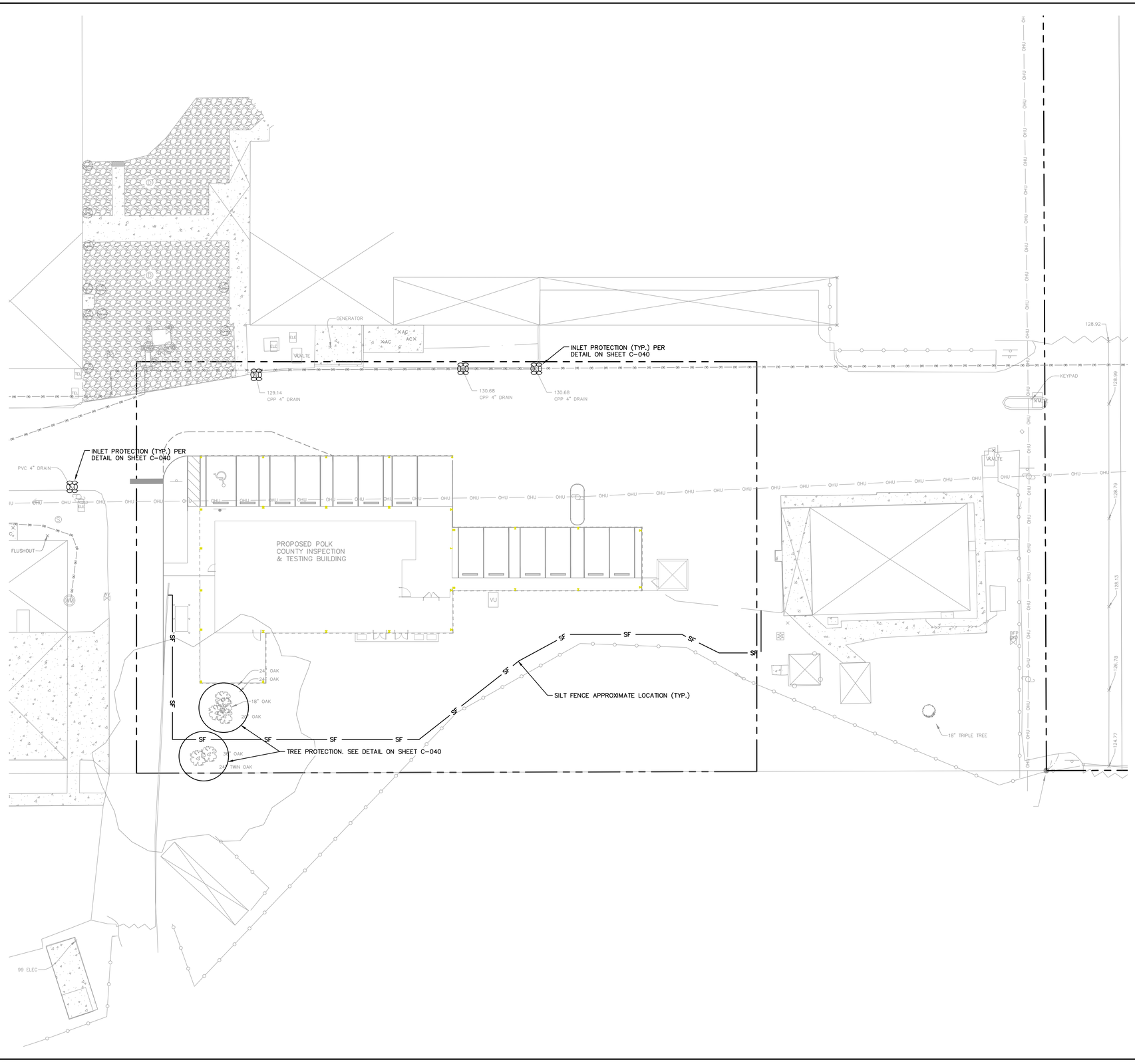
AERIAL PLAN

KHA PROJECT	046192004
DATE	3/13/25
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	JAA

JASON A. ALLIGOOD LICENSE No 71103 STATE OF FLORIDA PROFESSIONAL ENGINEER

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
109 SOUTH KENTUCKY AVENUE, LAKELAND FL, 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM REG NO.: 35106

No.	REVISIONS	DATE	BY
4	COUNTY RAA #1	03-13-25	JAA
3	FOR COUNTY REVIEW	10-17-24	JAA
2	FOR COUNTY REVIEW	09-18-24	JAA
1	DESIGN DRAWING REVIEW	07-03-24	JAA



GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

LEGEND:

SF — SILT FENCE

INLET PROTECTION

NOTES:

1. SILT FENCE DEPICTED FOR CLARITY. CONTRACTOR RESPONSIBLE TO LOCATE AND ADJUST AS NEEDED TO COMPLETE IMPROVEMENTS.
2. CONTRACTOR IS TO PROVIDE APPROVED EROSION CONTROL/SEDIMENTATION BARRIERS TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS AND WATERWAYS. IN ADDITION, CONTRACTOR SHALL PLACE STRAW, MULCH OR OTHER SUITABLE MATERIAL AS NEEDED ON THE GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT THE SITE.

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY
4	COUNTY RAA #1	03-13-25	JAA
3	FOR COUNTY REVIEW	10-17-24	JAA
2	FOR COUNTY REVIEW	09-18-24	JAA
1	DESIGN DRAWING REVIEW	07-03-24	JAA

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
109 SOUTH KENTUCKY AVENUE, LAKELAND FL. 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM REG NO.: 35106

JASON A. ALLIGOOD LICENSE No 71103 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JASON A. ALLIGOOD, P.E. #71103. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

KHA PROJECT	046192004
DATE	3/13/25
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	JAA

EROSION CONTROL PLAN

INSPECTION AND TESTING BUILDING

PREPARED FOR
STRAUGHN TROUT
POLK COUNTY FLORIDA

SHEET NUMBER
C-030

Plotted By: Behling, Maria Sheet Set: Kha Layout: C-030 EROSION CONTROL PLAN March 13, 2025 05:13:46pm K:\LAK_Civil\046192004 - Straughn County Inspection Building\CAD\PlanSheets\C-030_EROS.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

BEST MANAGEMENT PRACTICES:

THIS PLAN HAS BEEN PREPARED TO ENSURE COMPLIANCE WITH APPROPRIATE CONDITIONS OF LOCAL, STATE, AND FEDERAL REGULATIONS. THE PLAN ADDRESSES THE FOLLOWING AREAS:

1. GENERAL EROSION CONTROL.
2. PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION.
3. CONTROL OF WIND EROSION.

THE VARIOUS TECHNIQUES OR ACTIONS IDENTIFIED UNDER EACH SECTION INDICATE THE APPROPRIATE SITUATION WHEN THE TECHNIQUES SHOULD BE EMPLOYED. IT SHOULD BE NOTED THAT THE MEASURES IDENTIFIED ON THIS PLAN ARE ONLY SUGGESTED BMP(S). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AS SPECIFIED IN FDOT EROSION AND SEDIMENT CONTROL MANUAL AND AS NECESSARY FOR EACH SPECIFIC APPLICATION.

CLEARING AND SITE PREPARATION NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF THE EROSION CONTROL DEVICES, AS SHOWN ON THE CONSTRUCTION PLANS, PRIOR TO ANY SITE CLEARING AND/OR DEMOLITION. REFER TO THE "EROSION CONTROL NOTES" SECTION CONTAINED HEREIN FOR ADDITIONAL REQUIREMENTS.
2. PRIOR TO ANY SITE CLEARING, ALL TREES SHOWN TO REMAIN, AS INDICATED ON THE CONSTRUCTION PLANS, SHALL BE PROTECTED IN ACCORDANCE WITH LOCAL TREE ORDINANCES AND DETAILS CONTAINED IN THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THESE TREES IN GOOD CONDITION. NO TREE(S) SHOWN TO REMAIN SHALL BE REMOVED WITHOUT WRITTEN APPROVAL FROM THE OWNER AND THE LOCAL AGENCY HAVING JURISDICTION OVER THESE ACTIVITIES.
3. THE CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION. ALL DISTURBED AREAS MUST BE SEEDED, MULCHED, SODDED OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL IMMEDIATELY FOLLOWING CONSTRUCTION.
4. THE TOP 4" TO 6" OF GROUND REMOVED DURING CLEARING AND GRUBBING ACTIVITIES SHALL BE STOCKPILED, TO BE USED FOR LANDSCAPING PURPOSES, UNLESS OTHERWISE DIRECTED BY THE OWNER. REMAINING EARTHWORK THAT RESULTS FROM CLEARING AND GRUBBING OR SITE EXCAVATION IS TO BE UTILIZED ON-SITE, PROVIDED THE MATERIAL IS DEEMED SUITABLE BY THE OWNER'S SOILS TESTING COMPANY. EXCESS MATERIAL IS TO EITHER BE STOCKPILED ON-SITE, AS DIRECTED BY THE OWNER OR OWNER'S ENGINEER, OR REMOVED FROM THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING ANY EXCESS MATERIAL FROM THE SITE.
5. ALL EXISTING DEBRIS (ABOVE OR BELOW GROUND), CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR, IN ACCORDANCE WITH APPLICABLE REGULATORY AGENCY REQUIREMENTS.
6. THE CONTRACTOR IS TO PREPARE THE SITE IN ACCORDANCE WITH THE SOILS REPORT, COPIES OF WHICH ARE AVAILABLE THROUGH THE OWNER OR SOILS TESTING COMPANY DIRECTLY.
7. CONTRACTOR TO BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY CONSTRUCTION FENCE AROUND ENTIRE PERIMETER OF PROPERTY. TYPE OF FENCE TO BE SUBMITTED BY CONTRACTOR TO ENGINEER FOR APPROVAL.
8. THE CONTRACTOR SHALL REMOVE ALL VEGETATION, SURPLUS SOIL, DEMOLITION RUBBLE, AND OTHER UNDESIRABLE MATERIALS. SUCH MATERIALS SHALL BE PROMPTLY HAULED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH GOVERNING LAWS AND CODES.

DEMOLITION NOTES (IF NECESSARY):

1. CONTRACTOR SHALL SUBMIT DEMOLITION SCHEDULE TO OWNER PRIOR TO PROCEEDING WITH DEMOLITION ACTIVITIES.
2. EXTENT OF SITE CLEARING IS SHOWN ON DRAWINGS.
3. SITE DEMOLITION WORK INCLUDES, BUT IS NOT LIMITED TO:
   A. ROADWAY
   B. DRAINAGE AREA
   C. SITE UTILITIES
   D. LANDSCAPING
4. CONDUCT SITE DEMOLITION OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION.
5. PROVIDE PROTECTION NECESSARY TO PREVENT DAMAGE TO EXISTING IMPROVEMENTS INDICATED ON PLAN "EXISTING TO REMAIN."
6. RESTORE DAMAGED IMPROVEMENTS TO THEIR ORIGINAL CONDITION, AS ACCEPTABLE TO PARTIES HAVING JURISDICTION.
7. REMOVE WASTE MATERIALS AND UNSUITABLE AND EXCESS TOPSOIL FROM PROPERTY AND DISPOSE OF OFF SITE IN A LEGAL MANNER.
8. LOCATE EXISTING ABOVE-GROUND AND UNDERGROUND UTILITIES IN AREAS OF WORK. IF UTILITIES ARE TO REMAIN IN PLACE, PROVIDE ADEQUATE MEANS OF SUPPORT AND PROTECTION DURING DEMOLITION OPERATION.
9. SHOULD UNCHARTED, OR INCORRECTLY CHARTED, PIPING OR OTHER UTILITIES BE ENCOUNTERED DURING DEMOLITION, CONSULT PROJECT ENGINEER AND UTILITY OWNER FOR IMMEDIATE ACTION.
10. DEMOLISH AND COMPLETELY REMOVE FROM SITE MATERIAL INDICATED ON PLAN OR NOTES "TO BE REMOVED."
11. PROTECT: STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, OTHER FACILITIES FROM DAMAGE CAUSED BY: SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUT, OTHER HAZARDS CREATED BY THE DEMOLITION OPERATION.
12. FOR SELECTIVE CLEARING REFER TO LANDSCAPE PLAN.
13. CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO EXISTING CONDITIONS OR BETTER. FURTHERMORE, CONTRACTOR SHALL PROVIDE TO THE ENGINEER A PHOTOGRAPH OF PRE-CONSTRUCTION CONDITIONS AND POST-CONSTRUCTION CONDITIONS AS NOTED ON PLANS.
14. CONTRACTOR SHALL MAINTAIN STORMWATER MANAGEMENT SYSTEM TO INSURE NO DAMAGE TO ADJACENT PROPERTIES OCCURS DURING 100-YEAR STORM EVENTS.

EROSION AND SILTATION CONTROL:

1. GENERAL: ALL EROSION AND SILTATION CONTROL METHODS SHALL BE IMPLEMENTED PRIOR TO THE START OF CONSTRUCTION. DURING CONSTRUCTION, CLEARED AREAS SHALL BE COVERED BY MULCHES SUCH AS STRAW, HAY AND FILTER FABRIC. ALL STORM SEWER INLETS IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED BY SEDIMENT TRAPS OR HAY BALES. THESE SHALL BE MAINTAINED AND MODIFIED DURING THE CONSTRUCTION PROCESS TO MINIMIZE DOWNSTREAM SILTATION. WHEN CONSTRUCTION IS COMPLETED, DETENTION AREAS WILL BE RESHAPED, CLEANED OF SILT, MUD AND DEBRIS, AND RE-SODDED TO PROPERLY DETAIN THE INTENDED STORM QUANTITIES.
2. PROTECTION AND STABILIZATION OF ON-SITE SOIL STOCKPILES: FILL MATERIAL STOCKPILES SHALL BE PROTECTED AT ALL TIMES BY ON-SITE DRAINAGE CONTROLS THAT PREVENT EROSION OF THE STOCKPILED MATERIAL. CONTROL OF DUST FROM SUCH STOCKPILES MAY BE REQUIRED, DEPENDING UPON THEIR LOCATION AND THE EXPECTED LENGTH OF TIME THE STOCKPILES WILL BE PRESENT. IN NO CASE SHALL ANY UNSTOCKPILED MATERIAL REMAIN MORE THAN THIRTY (30) CALENDAR DAYS AFTER SUBSTANTIAL PROJECT COMPLETION.
3. PROTECTION OF EXISTING STORM SEWER SYSTEMS: DURING CONSTRUCTION, ALL STORM SEWER INLETS IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED BY SEDIMENT TRAPS SUCH AS SECURED HAY BALES, SOD, STONE, ETC., WHICH SHALL BE MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS, AND WHICH MUST BE APPROVED BY THE ENGINEER BEFORE INSTALLATION.
4. SEDIMENT BASINS AND SEDIMENT TRAPPING MEASURES: PERIMETER BERMS, SEDIMENT BARRIERS, VEGETATIVE BUFFERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT AND/OR PREVENT THE TRANSPORT OF SEDIMENT ONTO ADJACENT PROPERTIES, OR INTO EXISTING BODIES OF WATER, MUST BE INSTALLED, CONSTRUCTED OR, IN THE CASE OF VEGETATIVE BUFFERS, PROTECTED FROM DISTURBANCE, AS A FIRST STEP IN THE LAND ALTERATION PROCESS. SUCH SYSTEMS SHALL BE FULLY OPERATIVE BEFORE ANY OTHER DISTURBANCE OF THE SITE BEGINS. EARTHEN STRUCTURES INCLUDING BUT NOT LIMITED TO BERMS, EARTH FILTERS, DAMS OR DIKES SHALL BE STABILIZED AND PROTECTED FROM DRAINAGE DAMAGE OR EROSION WITHIN ONE WEEK OF INSTALLATION.
5. SWALES, DITCHES AND CHANNELS: CHANNELS LEADING FROM THE SITE SHALL BE SODDED WITH ARGENTINE BAHIA WITHIN THREE (3) DAYS OF EXCAVATION.
6. UNDERGROUND UTILITY CONSTRUCTION: UNDERGROUND UTILITY LINES AND OTHER STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
   A. NO MORE THAN 500 LINEAR FEET OF TRENCH SHALL BE OPEN AT ANY ONE TIME;
   B. EXCAVATED MATERIAL SHALL BE CAST TO THE UPHILL SIDE OF TRENCHES AS LONG AS SAFETY AND SPACE CONSIDERATION ALLOW. TRENCH MATERIAL SHALL NOT BE CAST INTO, (OR ONTO THE SLOPE OF) ANY STREAM, CHANNEL, ROAD, DITCH OR WATERWAY.
7. ALL EROSION AND SILTATION CONTROL DEVICES: SHALL BE REGULARLY INSPECTED AND MAINTAINED, (ESPECIALLY AFTER EACH RAINFALL) AND WILL BE CLEANED OUT AND/OR REPAIRED AS REQUIRED.
8. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO RAIN SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE STORMWATER SYSTEM.
9. APPLICATION RATES AND METHODS FOR USE OF FERTILIZERS AND PESTICIDES AT THE CONSTRUCTION SITE SHALL CONFORM WITH ALL LOCAL AND STATE ORDINANCES. NUTRIENTS SHALL BE APPLIED ONLY AT RATES NECESSARY TO ESTABLISH AND MAINTAIN VEGETATION SUCH THAT DISCHARGES WILL NOT CAUSE OR CONTRIBUTE TO VIOLATIONS OF STATE SURFACE OR GROUNDWATER QUALITY STANDARDS.
10. OFF-SITE VEHICLE TRACKING OF SEDIMENTS AND THE GENERATION OF DUST SHALL BE MINIMIZED BY CONTRACTOR.

SECTION 1 GENERAL EROSION CONTROL:

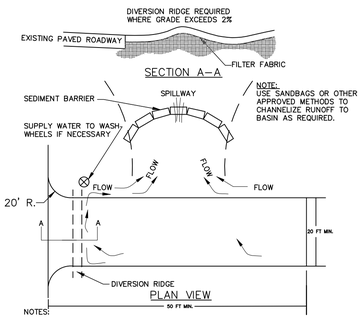
1. GENERAL EROSION CONTROL BEST MANAGEMENT PRACTICES SHALL BE EMPLOYED TO MINIMIZE SOIL EROSION AND POTENTIAL POND SLOPE FAILURES. WHILE THE VARIOUS TECHNIQUES REQUIRED WILL BE SITE AND PLAN SPECIFIC, THEY SHOULD BE EMPLOYED AS SOON AS POSSIBLE DURING CONSTRUCTION ACTIVITIES.
2. CLEARED SITE DEVELOPMENT AREAS NOT CONTINUALLY USED FOR CONSTRUCTION ACTIVITIES SHALL BE COVERED WITH HAY AND/OR OVERSEEDED AND SUFFICIENTLY WATERED TO STABILIZE THE TEMPORARY GROUNDCOVER.
3. BANKS OF RETENTION/DETENTION PONDS SHALL NOT BE CONSTRUCTED STEEPER THAN 4H:1V FROM TOP OF BANK TO TWO FEET BELOW THE CONTROL ELEVATION.
4. A 1-FOOT WIDE STRIP OF SOD SHALL BE PLACED ALONG ALL CURBING AND AROUND ALL INLETS. SOD SHALL BE PLACED BEFORE SILT BARRIERS ARE REMOVED.
5. THE CONTRACTOR WILL STABLIZE BY SEED AND MULCH, SOD, OR OTHER APPROVED MATERIALS ANY DISTURBED AREAS WITHIN ONE WEEK FOLLOWING COMPLETION OF THE UTILITY SYSTEMS AND PAVEMENT AREAS. CONTRACTOR SHALL MAINTAIN SUCH AREAS UNTIL FINAL ACCEPTANCE BY THE OWNER. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER REGARDING THE TYPE OF MATERIAL, LANDSCAPING AND IRRIGATION REQUIREMENTS.

SECTION 2 PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION:

1. SURFACE WATER QUALITY SHALL BE MAINTAINED BY EMPLOYING THE FOLLOWING BEST MANAGEMENT PRACTICES IN THE CONSTRUCTION PLANNING AND CONSTRUCTION OF ALL IMPROVEMENTS.
2. WHERE PRACTICAL, STORMWATER SHALL BE CONVEYED BY SWALES.
3. EROSION CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY. WHILE THE VARIOUS MEASURES REQUIRED WILL BE SITE SPECIFIC, THEY SHALL BE EMPLOYED AS NEEDED IN ACCORDANCE WITH THE FOLLOWING:
   A. GENERAL EROSION SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL UPSTREAM LOCATION.
   B. STORMWATER INLETS SHALL BE PROTECTED DURING CONSTRUCTION AS SHOWN IN FDOT INDEX 102. PROTECTION MEASURES SHALL BE EMPLOYED AS SOON AS PRACTICAL DURING THE VARIOUS STAGES OF INLET CONSTRUCTION. SILT BARRIERS SHALL REMAIN IN PLACE UNTIL SODDING AROUND INLETS IS COMPLETE.
4. HEAVY CONSTRUCTION EQUIPMENT PARKING AND MAINTENANCE AREAS SHALL BE DESIGNED TO PREVENT OIL, GREASE, AND LUBRICANTS FROM ENTERING SITE DRAINAGE FEATURES INCLUDING STORMWATER COLLECTION AND TREATMENT SYSTEMS. CONTRACTORS SHALL PROVIDE BROAD DIKES, HAY BALES OR SILT SCREENS AROUND, AND SEDIMENTSUMPS WITHIN SUCH AREAS TO CONTAIN SPILLS OF OIL, GREASE OR LUBRICANTS. CONTRACTORS SHALL HAVE AVAILABLE, AND SHALL USE ABSORBENT FILTER PADS TO CLEAN UP SPILLS AS SOON AS POSSIBLE AFTER OCCURRENCE.
5. SILT BARRIERS: ANY SILT WHICH ACCUMULATES BEHIND THE BARRIERS AND ANY FILL USED TO ANCHOR THE BARRIERS SHALL BE REMOVED PROMPTLY AFTER THE END OF THE MAINTENANCE PERIOD SPECIFIED FOR THE BARRIERS.
6. PREVENT EROSION FROM SHEET FLOW ACROSS BARE GROUND FROM ENTERING A LAKE OR SWALE BY INSTALLING A TEMPORARY SEDIMENT SUMP AS REQUIRED. THE TEMPORARY SEDIMENT SUMP SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED ON THE GROUND DRAINING TO THE SUMP.

SECTION 3 CONTROL OF WIND EROSION:

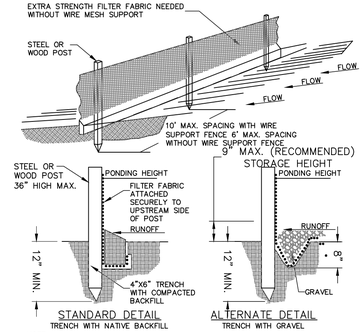
1. WIND EROSION SHALL BE CONTROLLED BY EMPLOYING THE FOLLOWING METHODS AS NECESSARY AND APPROPRIATE:
   A. BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IT MAY BE NECESSARY TO LIMIT CONSTRUCTION VEHICLE SPEED IF BARE EARTH HAS NOT BEEN EFFECTIVELY WATERED. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.
   B. AS SOON AS PRACTICAL AFTER COMPLETION OF CONSTRUCTION BARE EARTH AREAS SHALL BE VEGETATED.
   C. ANY TIME DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR THE TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS MAY INCLUDE ERECTION OF DUST CONTROL FENCES. DUST CONTROL FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX 102, EXCEPT THE MINIMUM HEIGHT SHALL BE 4 FEET.



NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

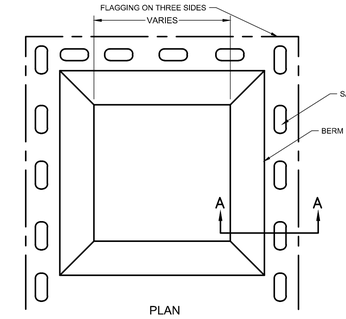
TEMPORARY GRAVEL CONSTRUCTION ENTRANCE



NOTE:

1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.

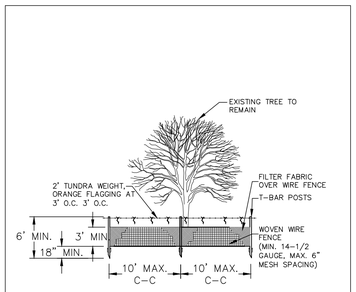
SILT FENCE DETAIL



NOTE: CONCRETE WASHOUT SHALL BE SIZED APPROPRIATELY FOR CONCRETE POUR TASK AT HAND

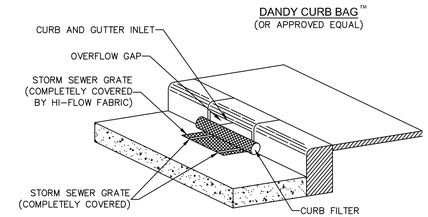
CONCRETE WASHOUT AREA

SCALE : NTS



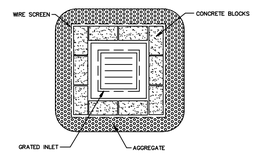
NOTES:
1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES.
2. FILTER FABRIC TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
3. WHEN TWO SECTIONS OF GEOTEXTILE ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED.
4. MAINTENANCE SHALL BE PERFORMED AS NOTED IN THE EROSION CONTROL PLAN. COLLECTED MATERIAL SHALL BE REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.
5. ALL SILT FENCE SHALL INCLUDE WIRE SUPPORT UNLESS INDICATED OTHERWISE.

COMBINED SILT AND NATURAL RESOURCE PROTECTION FENCE



CURB INLET SEDIMENT CONTROL

N.T.S



1. PLACE CONCRETE BLOCKS IN A SINGLE ROW AROUND PERIMETER OF INLET ON THEIR SIDES, WITH ENDS OF ADJACENT BLOCKS ABUTTING.
2. HEIGHT OF BARRIER VARIES, USE STACKS OF 4-INCH, 8-INCH, OR 12" BLOCKS. MIN. HEIGHT OF BARRIER 12" AND MAX. HEIGHT OF 24"
3. PLACE HARDWARE CLOTH/WIRE MESH W/ MAX. 1/2" OPENINGS OVER VERTICAL FACE OF CONCRETE BLOCKS.
4. THE AGGREGATE SHALL BE ANY NON-ERODIBLE MATERIAL SUCH AS LOOSE ROCK, BROKEN CONCRETE THAT WILL SLOW THE FLOW OF THE WATER AND ALLOW IT TO FILTER THROUGH AND OVER THE MATERIAL BEFORE ENTERING THE INLET.

BLOCK AND AGGREGATE INLET SEDIMENT DEVICE

No.	REVISIONS	DATE	BY
1	DESIGN DRAWING REVIEW	07-03-24	JAA
2	FOR COUNTY REVIEW	09-18-24	JAA
3	FOR COUNTY REVIEW	10-17-24	JAA
4	COUNTY RAI #1	03-13-25	JAA

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
109 SOUTH KENTUCKY AVENUE, LAKELAND FL. 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM REG NO.: 35106

JASON A. ALLIGOOD — No. 71103 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

KHA PROJECT 046192004
DATE 3/13/25
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY JAA

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JASON A. ALLIGOOD, P.E. #71103. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

EROSION CONTROL NOTES

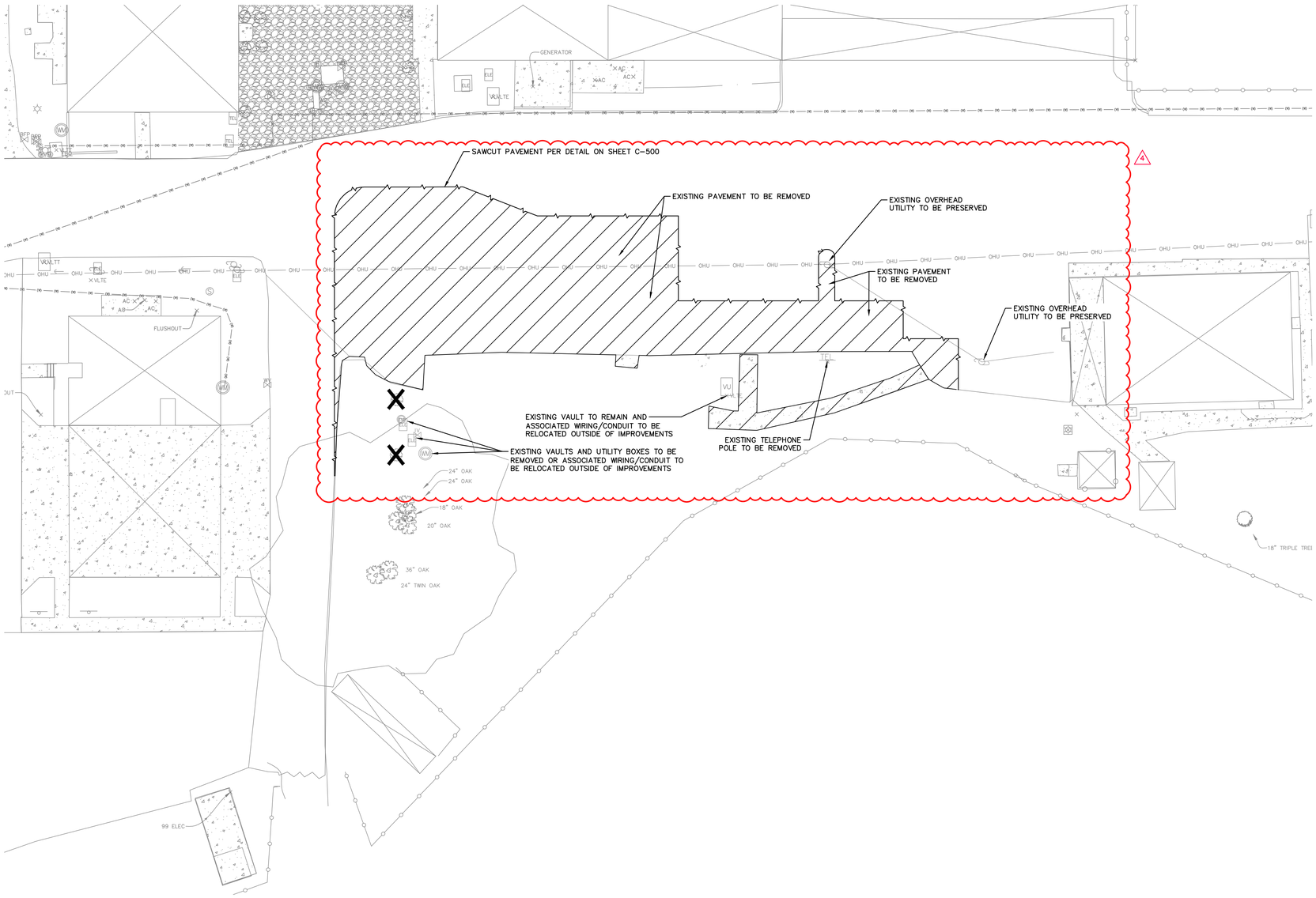
INSPECTION AND TESTING BUILDING
PREPARED FOR
STRAUGHN TROUT
POLK COUNTY FLORIDA

SHEET NUMBER
C-040

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Plotted By:Bettling, Maria Sheet Set:Kha Layout:C-040 EROSION CONTROL NOTES March 13, 2025 05:13:56pm K:\LAK_Civil\046192004 - Straughn County Inspection Building\CAD\PlanSheets\C-040-EROS-NOTE.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Plotted By:Behling, Maria Sheet Set:Kha Layout:C-050 DEMOLITION PLAN March 13, 2025 05:14:10pm K:\LAK_Civil\046192004 - Straughn County Inspection Building\CAD\PlanSheets\C-050-DEMO.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

LEGEND:

- SAWCUT PAVEMENT
- PAVEMENT/CURB TO BE REMOVED
- X REMOVE TREE

NOTES:

1. CONTRACTOR SHALL SOD ALL LIMITS OF DISTURBANCE, INCLUDING ANY DISTURBANCE WITHIN RIGHTS-OF-WAY, WITH BAHIA SOD (PASPALUM NOTATUM)

No.	REVISIONS	DATE	BY
4	COUNTY RAA #1	03-13-25	JAA
3	FOR COUNTY REVIEW	10-17-24	JAA
2	FOR COUNTY REVIEW	09-18-24	JAA
1	DESIGN DRAWING REVIEW	07-03-24	JAA

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
109 SOUTH KENTUCKY AVENUE, LAKELAND FL. 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM REG NO.: 35106

JASON A. ALLIGOOD LICENSE No 71103 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JASON A. ALLIGOOD, P.E. #71103. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

KHA PROJECT	046192004
DATE	3/13/25
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	JAA

INSPECTION AND TESTING BUILDING

PREPARED FOR

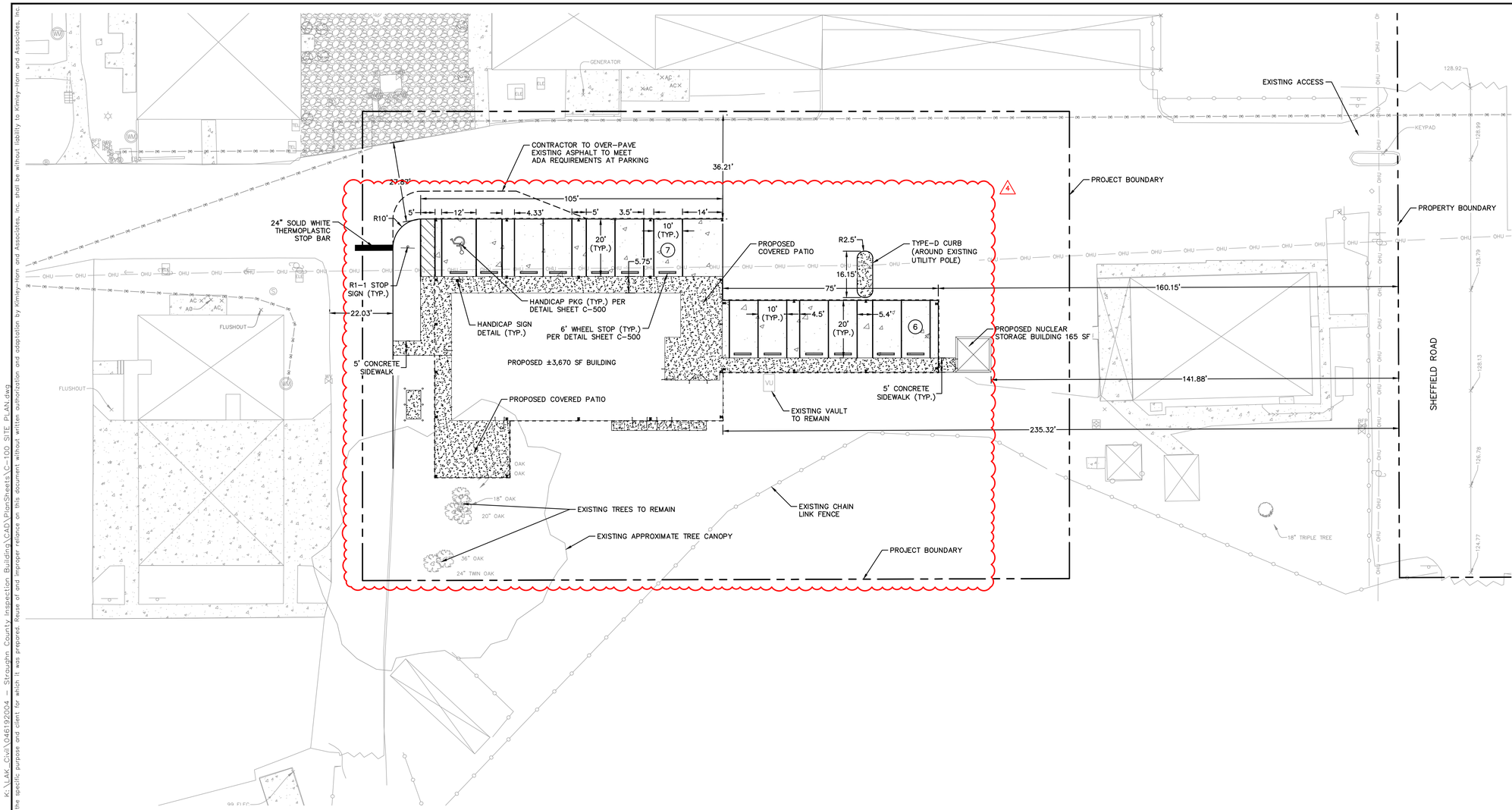
STRAUGHN TROUT

POLK COUNTY FLORIDA

DEMOLITION PLAN

SHEET NUMBER
C-050

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's **below.** **Call** before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.



SITE DATA TABLE	
LOCATION	SECTION 15, TOWNSHIP 29 S, RANGE 25 E
FOLIO NUMBERS	25-29-15-000000-014000
ADDRESS	2867 SHEFFIELD ROAD WINTER HEAVEN, FL 33880
PROPERTY OWNER	POLK COUNTY
PROJECT AREA	±0.92 ACRES

LEGEND:

- CONCRETE SIDEWALK
- STANDARD-DUTY CONCRETE PAVEMENT
- ADA PARKING SIGNATURE (PARKING BY DISABLED PERMIT ONLY / FINE $250 MAX.)
- R1-1 STOP SIGN

SEE PAVEMENT/SIGNAGE DETAILS ON SHEET C-500

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY
4	COUNTY RAA #1	03-13-25	JAA
3	FOR COUNTY REVIEW	10-17-24	JAA
2	FOR COUNTY REVIEW	09-18-24	JAA
1	DESIGN DRAWING REVIEW	07-03-24	JAA

Kimley»Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.

109 SOUTH KENTUCKY AVENUE, LAKELAND FL. 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM REG NO.: 35106

JASON A. ALLIGOOD No 71103 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JASON A. ALLIGOOD, P.E. #71103. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

KHA PROJECT 046192004
DATE 3/13/25
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY JAA

INSPECTION AND TESTING BUILDING

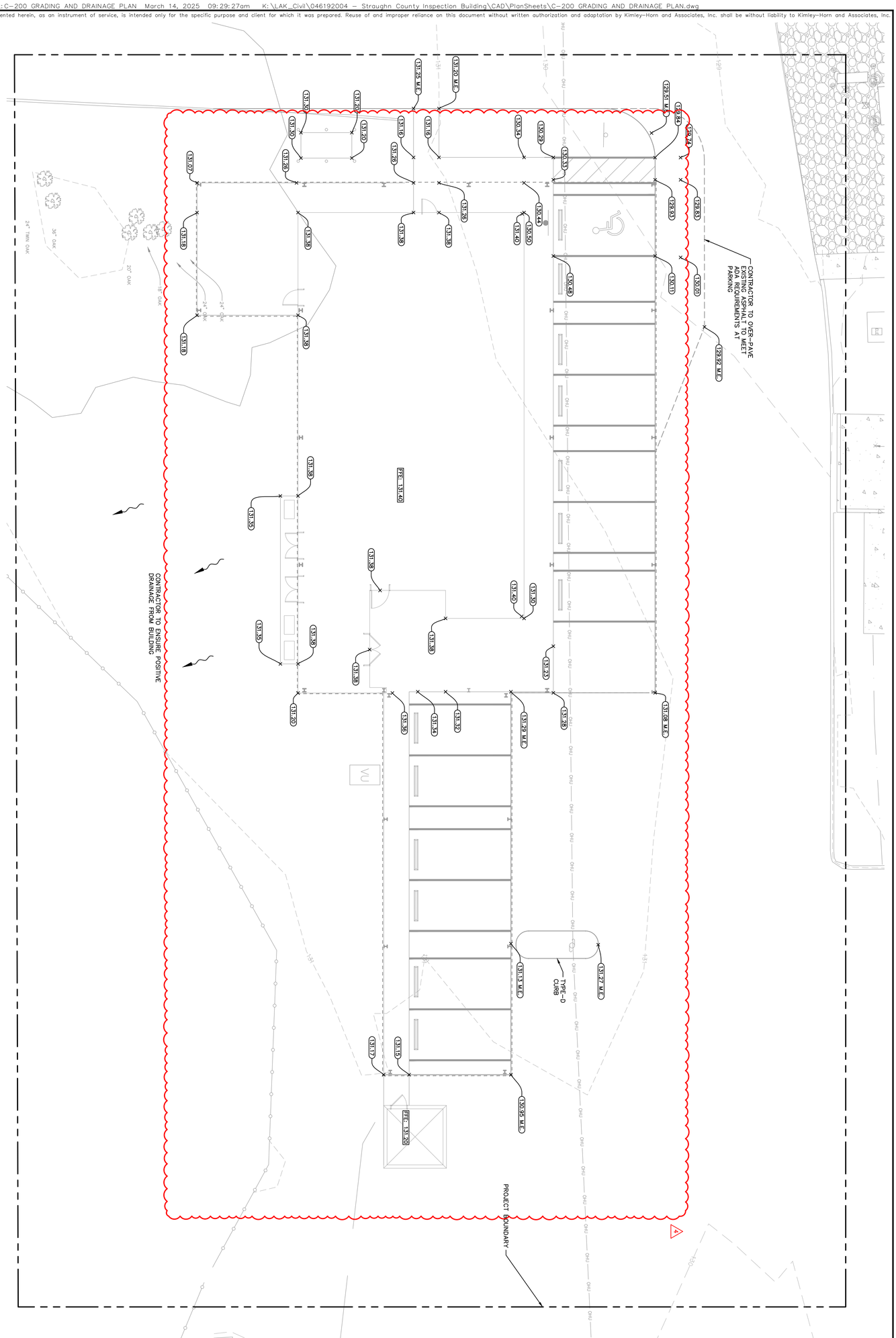
PREPARED FOR
STRAUGHN TROUT
POLK COUNTY FLORIDA

SITE PLAN

SHEET NUMBER
C-100

Plotted By:Behling, Maria Sheet Set:Kha Layout:C-100 SITE PLAN March 13, 2025 05:14:23pm K:\LAK_Civil\046192004 - Straughn County Inspection Building\CAD\PlanSheets\C-100 SITE PLAN.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Plotted By:Behling, Maria Sheet Set:Kha Layout:C-200 GRADING AND DRAINAGE PLAN March 14, 2025 09:29:27am K:\LAK_Civil\046192004 – Straughn County Inspection Building\CAD\PlanSheets\C-200 GRADING AND DRAINAGE PLAN.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JASON A. ALLIGOOD, P.E. #71103. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SHEET NUMBER C-200

INSPECTION AND TESTING BUILDING

PREPARED FOR

STRAUGHN TROUT

POLK COUNTY FLORIDA

GRADING AND DRAINAGE PLAN

KHA PROJECT	046192004
DATE	3/14/25
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	JAA

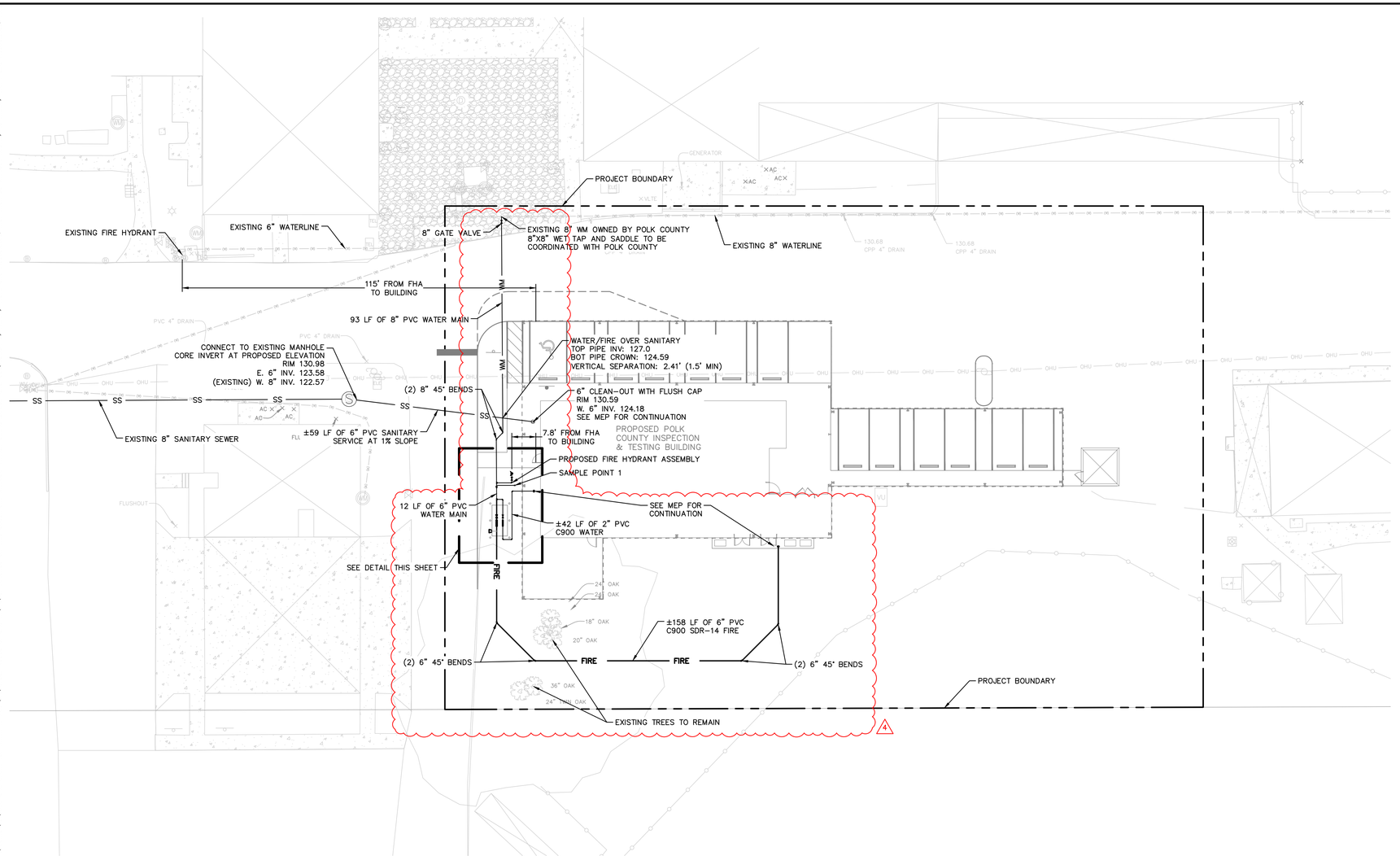
JASON A. ALLIGOOD LICENSE No 71103 STATE OF FLORIDA PROFESSIONAL ENGINEER

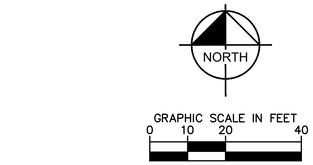
Kimley»Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.

109 SOUTH KENTUCKY AVENUE, LAKELAND FL, 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM REG NO.: 35106

No.	REVISIONS	DATE	BY
4	COUNTY RAA #1	03-13-25	JAA
3	FOR COUNTY REVIEW	10-17-24	JAA
2	FOR COUNTY REVIEW	09-18-24	JAA
1	DESIGN DRAWING REVIEW	07-03-24	JAA





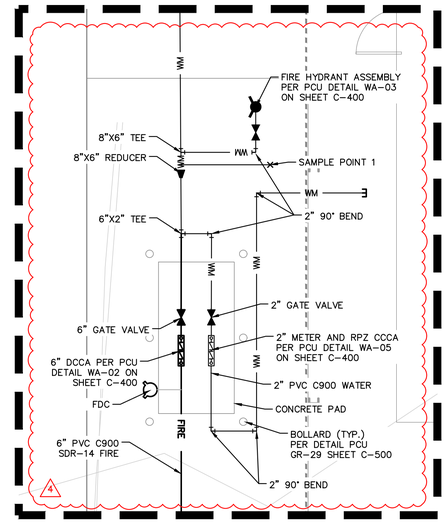
LEGEND

WM	POTABLE WATER LINE
WM	EX. POTABLE WATER LINE
FIRE	FIRE MAIN/SERVICE
SS	SANITARY SEWER MAIN/SERVICE
SS	EX. SANITARY SEWER MAIN

FIRE FLOW CALCULATIONS

BUILDING TYPE:	II(000)
SQUARE FOOTAGE:	3,670 SF
SPRINKLER PROTECTED:	TRUE
BASE REQD FIRE FLOW:	1,500 GPM FOR 2 HRS
REDUCTION:	75% BASE FOR 1 HR
REQUIRED FIRE FLOW:	1,000 GPM FOR 1 HR

MIN. REQUIRED AVAILABLE FIRE FLOW: 1000 GPM FOR 1 HR



BACKFLOW PREVENTION ASSEMBLY DETAIL

CALL 48 HOURS
BEFORE YOU DIG

IT'S THE LAW!
DIAL 811

Know what's **below.** **Call** before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY
1	DESIGN DRAWING REVIEW	07-03-24	JAA
2	FOR COUNTY REVIEW	09-18-24	JAA
3	FOR COUNTY REVIEW	10-17-24	JAA
4	COUNTY RAA #1	03-13-25	JAA

Kimley»Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.

109 SOUTH KENTUCKY AVENUE, LAKELAND FL. 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM REG NO.: 35106

JASON A. ALLIGOOD No 71103 STATE OF FLORIDA PROFESSIONAL ENGINEER

KHA PROJECT	046192004
DATE	3/14/25
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	JAA

UTILITY PLAN

INSPECTION AND TESTING BUILDING

PREPARED FOR

STRAUGHN TROUT

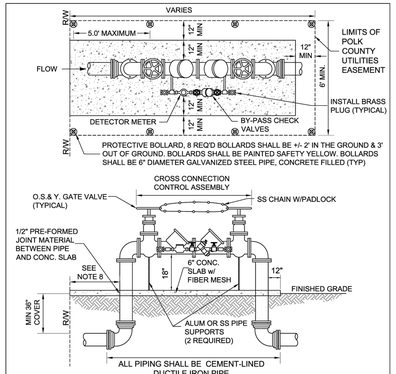
POLK COUNTY FLORIDA

SHEET NUMBER

C-300

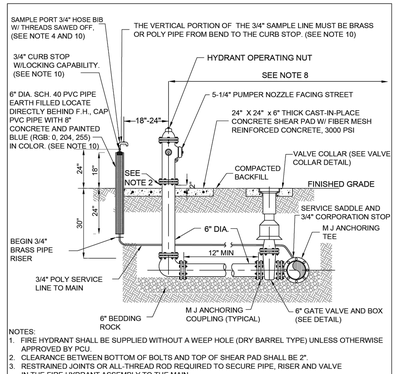
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JASON A. ALLIGOOD, P.E. #71103. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Plotted By:Behling, Maria Sheet Set:Kha Layout:C-300 UTILITY PLAN March 14, 2025 09:29:34am K:\LAK_Civil\046192004 - Straughn County Inspection Building\CAD\PlanSheets\C-300-UTIL.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



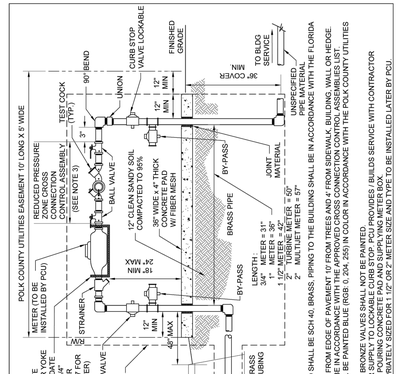
NOTES:
1. RESTRAINED JOINT FITTINGS SHALL BE REQUIRED FOR UNDERGROUND USE.
2. FLANGED FITTINGS SHALL BE REQUIRED.
3. PAINT THE ABOVE GROUND ASSEMBLY, INCLUDING ENTIRE LENGTH OF TIE RODS, AFTER MANUFACTURER'S RECOMMENDED SURFACE PREP IS COMPLETED. DO NOT PAINT OVER NAME/SERIAL PLATE OR BRASS FITTINGS. PAINT COLOR SHALL BE "INTERNATIONAL ORANGE"
4. PROVIDE PROTECTIVE CONCRETE FILLED 6" PIPE BOLLARDS.
5. AN APPROVED DOUBLE CHECK DETECTOR ASSEMBLY SHALL BE SELECTED IN ACCORDANCE WITH PCU'S "APPROVED CROSS CONNECTION CONTROL ASSEMBLY LIST".
6. SPECIAL FIRE PROTECTION SYSTEMS USING INTERNAL PUMPS, TANKS, ETC. SHALL BE REQUIRED TO USE AN APPROVED REDUCED PRESSURE DETECTOR ASSEMBLY.
7. ALL PIPE, FITTINGS AND APPURTENANCES SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
8. ASSEMBLY SHALL BE A MINIMUM 10' FROM EDGE OF PAVEMENT OR BUILDING, AND 4' FROM SIDEWALK OR HEDGE.
9. FULL FACED NEOPRENE GASKETS SHALL BE USED ON ALL FLANGED FITTINGS.

FIRE LINE DOUBLE CHECK DETECTOR ASSEMBLY (4 INCHES TO 12 INCHES)	FIGURE WA-02
POLK COUNTY UTILITIES, FLORIDA	AUGUST, 2018



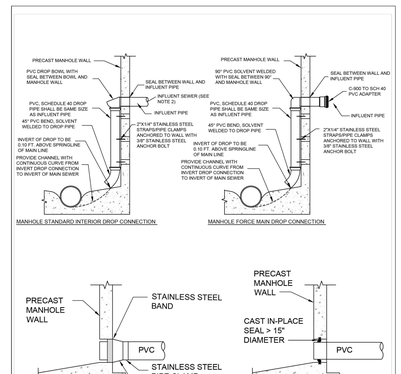
NOTES:
1. FIRE HYDRANT SHALL BE SUPPLIED WITHOUT A WEEP HOLE (DRY BARREL TYPE) UNLESS OTHERWISE APPROVED BY PCU.
2. CLEARANCE BETWEEN BOTTOM OF BOLTS AND TOP OF SHEAR PAD SHALL BE 2".
3. RESTRAINED JOINTS OR ALL-THREAD ROD REQUIRED TO SECURE PIPE, RISER AND VALVE IN THE FIRE HYDRANT ASSEMBLY TO THE MAIN.
4. TOP OF SAMPLE PORT TO BE LOWER THAN FLANGE ON FIRE HYDRANT BONNET.
5. HYDRANT SHALL BE PAINTED 1 COAT THEMEC 69-HIBUILD EPOXOLINE II (4-6DFT) AND ONE COAT 73-COLOR ENDURA SHIELD (3-5DFT); COLOR INTERNATIONAL ORANGE
6. VALVE COLLAR AND HYDRANT SHEAR PAD MAY BE INCORPORATED INTO ONE 6" THICK PAD.
7. THRUST BLOCKS MAY ONLY BE USED WHEN CONNECTION IS TO AN EXISTING WATER MAIN AND IT IS NOT KNOWN IF THERE ARE RESTRAINED JOINTS BOTH WAYS FROM THE CONNECTION.
8. HYDRANT SHALL BE MIN OF 2' FROM EDGE OF SIDEWALK, 5' MIN FROM BACK OF MIAMI CURB AND 10' MIN FROM EDGE OF DRIVEWAY OR TURNOUT.
9. A BLUE REFLECTIVE PAVEMENT MARKER (RPM) SHALL BE INSTALLED 6 INCHES TO THE SIDE OF THE LANE STRIPE WHICH IS CLOSEST TO THE HYDRANT AND IN LINE WITH THE LARGEST PORT.
10. A PRE-MANUFACTURED ONE PIECE SAMPLE STATION MAY BE SUBSTITUTED FOR THE FIELD CONSTRUCTED SAMPLING STATION IN ACCORDANCE WITH THE APPROVED MATERIAL CHECKLIST.

FIRE HYDRANT ASSEMBLY	FIGURE WA-03
POLK COUNTY UTILITIES, FLORIDA	JUNE, 2022



NOTES:
1. PIPE & FITTINGS ABOVE GROUND SHALL BE SCH 40, BRASS. PIPING TO THE BUILDING SHALL BE IN ACCORDANCE WITH THE FLORIDA PLUMBING CODE.
2. ASSEMBLY SHALL BE A MIN OF 6' FROM EDGE OF PAVEMENT 10' FROM TREES AND 4' FROM SIDEWALK, BUILDING, WALL OR HEDGE.
3. APPROVED DOUBLE CHECK DETECTOR ASSEMBLY SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED CROSS CONNECTION CONTROL ASSEMBLIES LIST.
4. ALL PIPE, FITTINGS AND APPURTENANCES SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE POLK COUNTY UTILITIES CODE.
5. METER, METER, STRAINER, AND BRONZE VALVES SHALL NOT BE PAINTED.
6. CONTRACTOR RESPONSIBLE FOR SUPPLY TO LOCKABLE CURB STOP. PCU PROVIDES / BUILDS SERVICE WITH CONTRACTOR CONNECTING TO END USER AND POURING CONCRETE PAD AND SUPPLYING METER BOX
7. 2" METER SHALL BE APPROPRIATELY SIZED FOR 1.5" CPVC & METER SHALL BE TYPE TO BE INSTALLED LATER BY PCU.

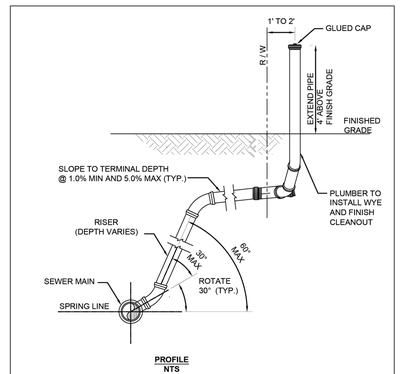
METER & REDUCED PRESSURE ZONE CROSS CONNECTION CONTROL ASSEMBLY (UP TO 2 INCHES)	FIGURE WA-05
POLK COUNTY UTILITIES, FLORIDA	JULY, 2022



STANDARD PRECAST MANHOLE PIPE CONNECTION

NOTES:
1. DROP PIPE AND FITTINGS SHALL BE OF EQUAL SIZE AS THE INFLUENT SEWER.
2. INSIDE DROP CONNECTIONS SHALL BE REQUIRED FOR ALL INFLUENT LINES WHICH HAVE AN INVERT 2' OR MORE ABOVE THE MANHOLE INVERT.
3. ALTERNATE WATER TIGHT CONNECTION DETAILS FOR CONNECTION OF 24" DIAMETER PIPES AND LARGER MUST BE APPROVED BY PCU.

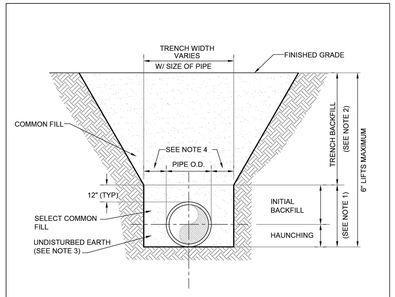
MANHOLE CONNECTION	FIGURE WW-02
POLK COUNTY UTILITIES, FLORIDA	JUNE, 2021



PROFILE
NTS

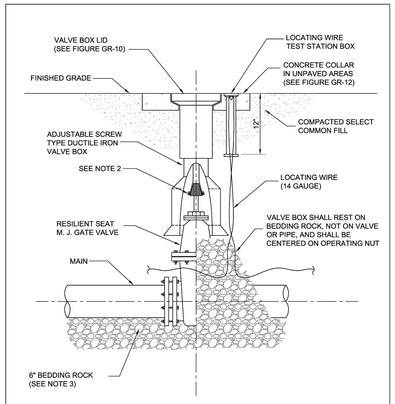
NOTES:
1. INVERT OF SERVICE LATERAL SHALL NOT ENTER SEWER MAIN BELOW SPRING LINE.
2. SERVICE LATERAL CLEAN OUT PIPE SHALL BE EXTENDED AND CAPPED BY CONTRACTOR.
3. ALL FITTINGS SHOWN ARE TO BE INSTALLED.

SEWER SERVICE (DEEP) (TYPICAL)	FIGURE WW-05-2
POLK COUNTY UTILITIES, FLORIDA	JULY, 2019



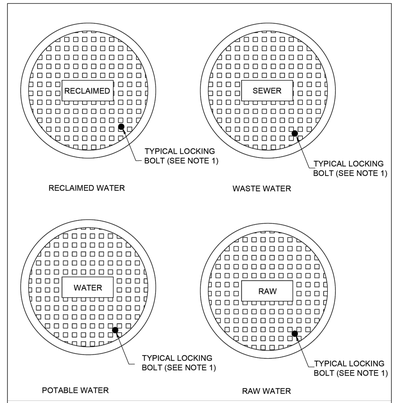
NOTES:
1. SELECT COMMON FILL UNDER & WITHIN 6 FEET OF THE EDGE OF ANY PAVED SURFACE SHALL BE PLACED IN 6" COMPACTED LIFTS TO TOP OF PIPE, THEN 12" COMPACTED LIFTS THEREAFTER, AND COMPACTED TO 100% OF MAX DENSITY PER AASHTO T-99. BACKFILL IN AREAS OUTSIDE THE ROADWAY SHALL BE PLACED IN 6" COMPACTED LIFTS TO TOP OF PIPE THEN 12" COMPACTED LIFTS THEREAFTER AND COMPACTED TO 95% MAX DENSITY PER AASHTO T-180.
2. TRENCH BACKFILL/BACKFILL COMPACTION: SHALL BE IN ACCORDANCE WITH THE REGULATIONS OF THE GOVERNING AGENCY HAVING JURISDICTION OVER THE WORK SITE.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY PCU.
4. 15" MAX. (12" MIN.) FOR PIPE DIAMETER LESS THAN 24" AND 24" MAX (12" MIN) FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF THE GOVERNING AGENCY HAVING JURISDICTION OVER THE WORK SITE. SURFACE RESTORATION WITHIN COUNTY RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF POLK COUNTY.

BEDDING AND TRENCHING TYPE B	FIGURE GR-02
POLK COUNTY UTILITIES, FLORIDA	DECEMBER, 2010



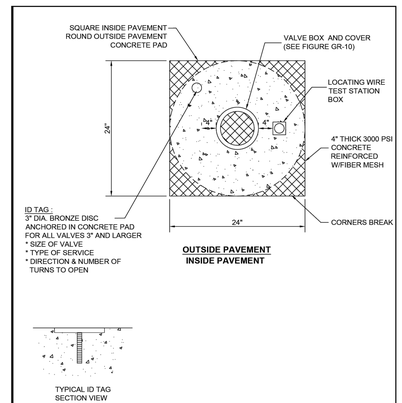
NOTES:
1. PVC PIPE OR DUCTILE IRON PIPE EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION IN PAVED AREAS.
2. THE VALVE ACTUATING NUT SHALL BE EXTENDED TO BE WITHIN 3' OF FINISHED GRADE.
3. BEDDING MATERIAL SHALL CONFORM TO FDOT NO. 57 AGGREGATE.
4. WIRE SHALL TERMINATE AT THE TOP OF THE TEST STATION BOX WITH 12" OF COILED EXCESS LENGTH.
5. REFER TO FIGURE GR-11 FOR INSTALLATIONS AT A DEPTH OF 6' OR GREATER.

GATE VALVE AND BOX (SHALLOW)	FIGURE GR-07
POLK COUNTY UTILITIES, FLORIDA	SEPTEMBER, 2014



NOTE:
1. LOCKING LIDS ARE REQUIRED ON ALL VALVE BOXES LOCATED IN ROADWAYS WITH SPEED LIMITS ABOVE 30 MPH OR ON MAINS THAT ARE 16 INCHES IN DIAMETER OR LARGER.

TYPICAL VALVE BOX COVER	FIGURE GR-10
POLK COUNTY UTILITIES, FLORIDA	DECEMBER, 2010



OUTSIDE PAVEMENT
INSIDE PAVEMENT

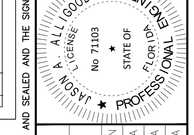
TYPICAL ID TAG SECTION VIEW

NOTES:
1. BRASS IDENTIFICATION DISC AND VALVE COLLAR SHALL BE REQUIRED FOR ALL VALVES LOCATED OUTSIDE OF PAVEMENT.

VALVE COLLAR	FIGURE GR-12
POLK COUNTY UTILITIES, FLORIDA	APRIL, 2017

No.	REVISIONS	DATE	BY
4	COUNTY RAA #1	03-13-25	JAA
3	FOR COUNTY REVIEW	10-17-24	JAA
2	FOR COUNTY REVIEW	09-18-24	JAA
1	DESIGN, DRAWING REVIEW	07-03-24	JAA

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
109 SOUTH KENTUCKY AVENUE, LAKELAND FL. 33801
PHONE: 863-701-9702
WWW.KIMLEY-HORN.COM REG NO.: 35106



KHA PROJECT 046192004	
DATE	3/13/25
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	JAA

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JASON A. ALLIGOOD, P.E. #71103. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

UTILITY DETAILS

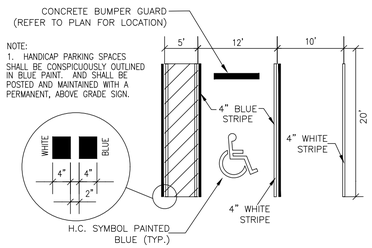
INSPECTION AND TESTING BUILDING
PREPARED FOR
STRAUGHN TROUT
POLK COUNTY FLORIDA

SHEET NUMBER
C-400

Plotted By:Behling, Maria Sheet Set:Kha Layout:C-400 UTILITY DETAILS March 13, 2025 05:15:04pm K:\LAK_Civil\046192004 — Straughn County Inspection Building\CAD\PlanSheets\C-400_UTIL_DETL.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

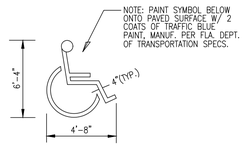
TYPICAL STANDARD/HANDICAPPED STRIPING

NOT TO SCALE



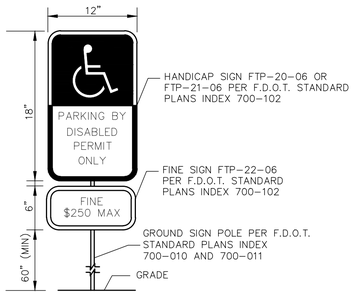
TYPICAL SYMBOL FOR HANDICAP PKG.

NOT TO SCALE



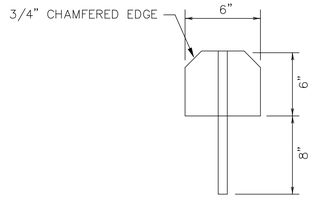
1. TOP PORTION OF FTP 25 & 26 SHALL HAVE A REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP 25 & 26 MAY BE FABRICATED ON ONE PANEL OR TWO.
4. FTP 25 MAY BE SUBSTITUTED FOR THE FTP 26 IN AREAS WHERE SPACE IS LIMITED.
5. SIGNS ARE TO BE MOUNTED AT STANDARD HEIGHT. (7' FROM PAVEMENT TO BOTTOM OF SIGN).
5. THE 2017 FLORIDA BUILDING AND ACCESSIBILITY CODE, 6TH EDITION, IS TO BE APPLIED FOR THE DESIGN AND CONSTRUCTION OF THE SITE

HANDICAP SIGN DETAIL

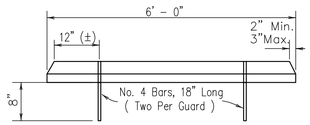


NOTES:

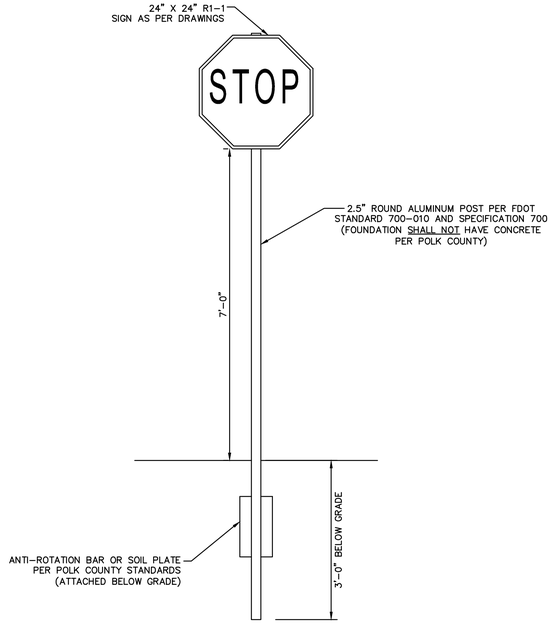
1. ALL LETTERS ARE 1" SERIES "C" PER MUTCD OR AS SPECIFIED IN FDOT STANDARD PLANS INDEX 700-102.
2. TOP PORTION OF SIGN SHALL HAVE REFLECTORIZED (ENGINEERING GRADE) BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND AND BORDER.
3. BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
4. FINE NOTIFICATION SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
5. ONE (1) SIGN REQUIRED FOR EACH PARKING SPACE.
6. INSTALLATION HEIGHT OF SIGN SHALL BE IN ACCORDANCE WITH F.S. 553.5041 (6)
7. PARKING SPACE IDENTIFICATION SIGN SHALL BE IN COMPLIANCE WITH THE 2017 FLORIDA BUILDING CODE ACCESSIBILITY SECTION 502.6.1.



WHEEL STOP PROFILE (TYP.)

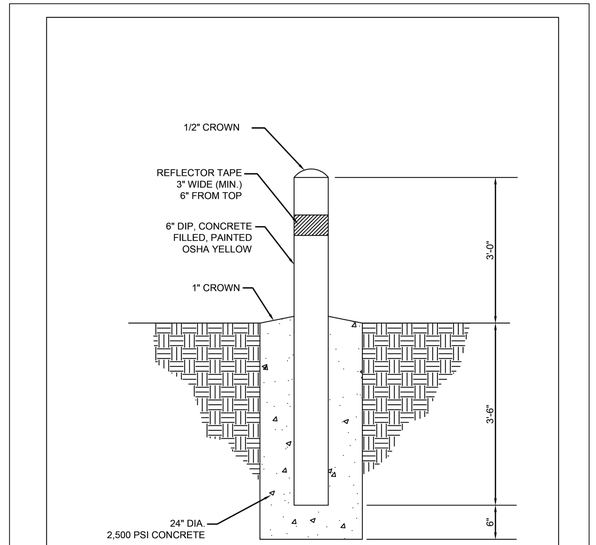


WHEEL STOP FRONT VIEW



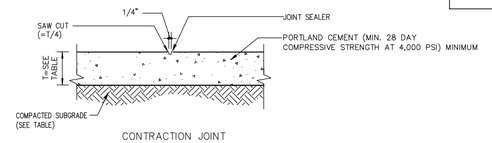
TRAFFIC SIGNAGE

SCALE : NTS

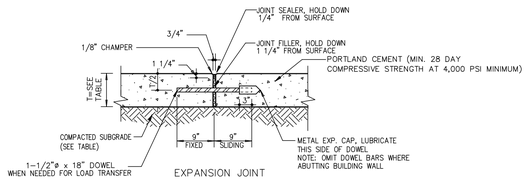


BOLLARD DETAIL

BOLLARD (TYPICAL)	FIGURE GR-29
POLK COUNTY UTILITIES, FLORIDA	JULY, 2019



CONTRACTION JOINT



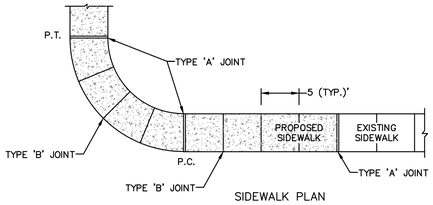
EXPANSION JOINT

RIGID PAVEMENT SPECIFICATIONS TABLE 1		
	MINIMUM THICKNESS (INCHES)	
MATERIAL	STD. DUTY	HEAVY DUTY
PORTLAND CEMENT (CONCRETE 28 DAY COMP. STRENGTH 4,000 PSI MINIMUM)	5	8
A-3 SUBGRADE COMPACTED TO 98% OF THE ASTM D-1557 MAX DRY DENSITY	12	12

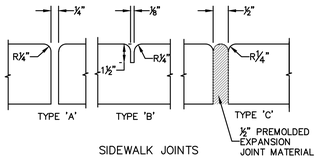
NOTE:
1. ALL EXTERIOR CONCRETE PAVEMENT SHALL HAVE A COMPRESSIVE STRENGTH OF 4,000 PSI AND SURFACE SHALL HAVE A BROOM FINISH.
2. CONCRETE JOINTS FOR CONSTRUCTION OF CONTRACTION JOINTS SHALL BE ON A 15' MAXIMUM GRID AND CENTERED BETWEEN THE DOCK DOORS.
3. FIVE-INCH (5") THICK CONCRETE SIDEWALKS SHALL BE PROVIDED (3,000 PSI).
4. CONTRACTOR SHALL PROVIDE A JOINT LAYOUT AND DETAILS DIAGRAM TO KIMLEY-HORN IN ACCORDANCE WITH ACI 330.2R-17 AND ACI 330R-08 FOR REVIEW PRIOR TO CONCRETE INSTALLATION.
5. CONTRACTOR TO REFER TO ACI 330R-08 FOR COORDINATION OF PAVEMENT JOINT LAYOUT AND DRAINAGE STRUCTURES. CONTRACTOR TO REFER TO APPENDIX C OF ACI 330R-08 FOR PAVEMENT JOINTING AND DESIGN FEATURE DETAILS.
6. IRREGULAR SHAPED SLAB PANELS MAY REQUIRE REINFORCEMENT.
7. LOAD TRANSFER REINFORCEMENT SHALL BE PROVIDED AT CONTROL AND CONSTRUCTION JOINTS

CONCRETE PAVING DETAILS

NO SCALE

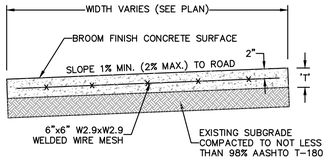


SIDEWALK PLAN



SIDEWALK JOINTS

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
'A'	100' MAX. SPACING, P.C./P.T. OF CURVES, JUNCTION OF EXISTING AND NEW SIDEWALKS.
'B'	5'-0" CENTER TO CENTER
'C'	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS AND SIMILAR STRUCTURES.



STANDARD CROSS SECTION

TABLE OF SIDEWALK THICKNESS	
LOCATION	'T'
PEDESTRIAN ONLY AREAS	4"
DRIVEWAYS AND OTHER TRAFFIC AREAS	6"

NOTE:
ALL SIDEWALK STREET CROSSINGS MUST MEET THE REQUIREMENTS OF THE AMERICAN DISABILITIES ACT (ADA) COMPLIANCE GUIDE. TRANSITIONS FROM RAMPS TO WALKS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.

CONCRETE SIDEWALK

N.T.S

No.	REVISIONS	DATE	BY
4	COUNTY RAA #1	03-13-25	JAA
3	FOR COUNTY REVIEW	10-17-24	JAA
2	FOR COUNTY REVIEW	09-18-24	JAA
1	DESIGN DRAWING REVIEW	07-03-24	JAA

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
109 SOUTH KENTUCKY AVENUE, LAKELAND FL. 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM REG NO.: 35106

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JASON A. ALLGOOD, P.E. #71103. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

JASON A. ALLGOOD LICENSE No 71103 STATE OF FLORIDA PROFESSIONAL ENGINEER

KHA PROJECT 046192004

DATE 3/13/25

SCALE AS SHOWN | DESIGNED BY KHA | DRAWN BY KHA | CHECKED BY JAA

DETAILS

INSPECTION AND TESTING BUILDING

PREPARED FOR

STRAUGHN TROUT

POLK COUNTY FLORIDA

SHEET NUMBER C-500

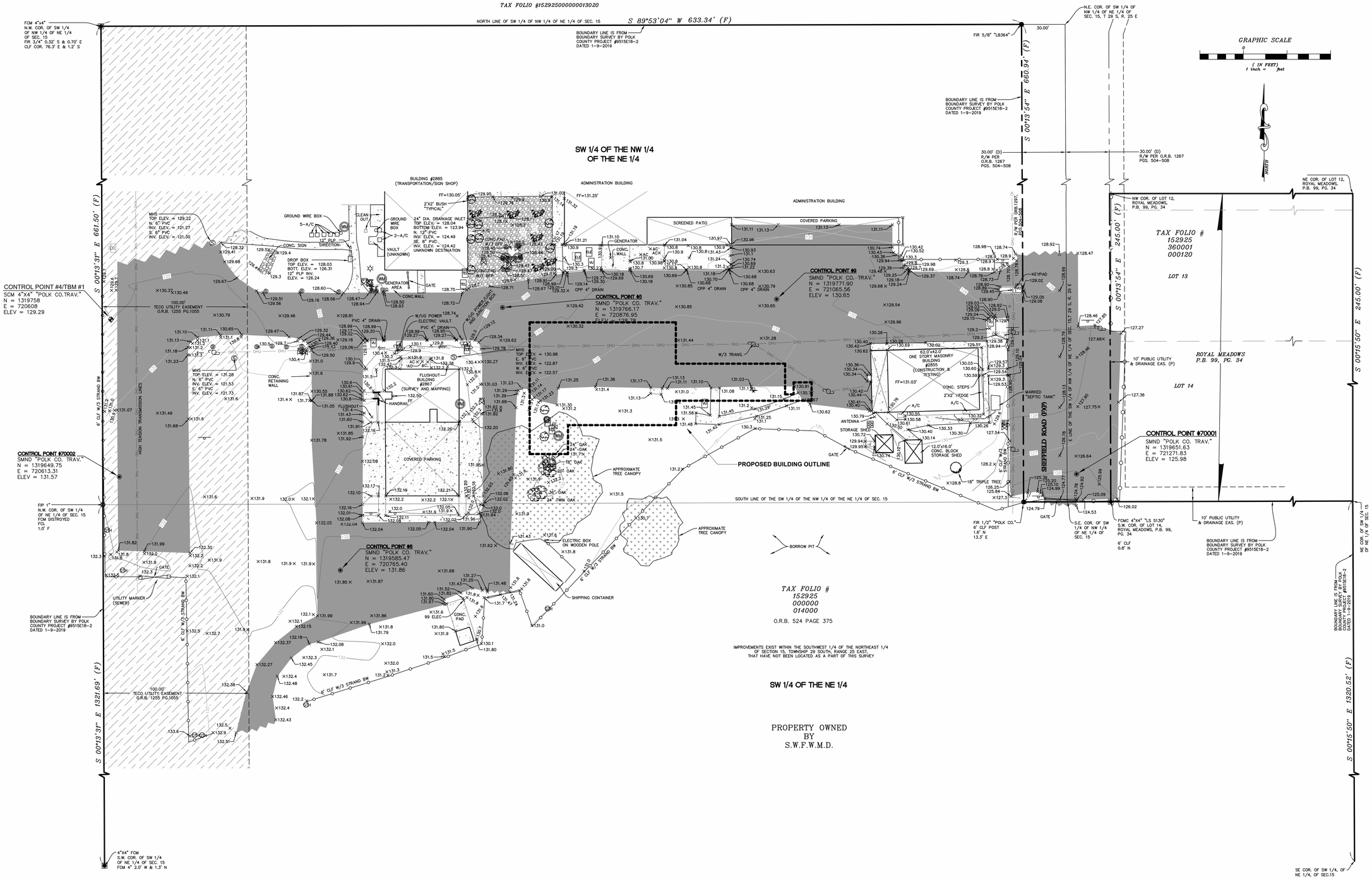
CALL 48 HOURS BEFORE YOU DIG

IT'S THE LAW! DIAL 811

Know what's below. Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Plotted By:Benling, Maria Sheet Set:Kha Layout:C-500 DETAILS March 13, 2025 05:15:21pm K:\LAK_Civil\046192004 - Straughn County Inspection Building\CAD\PlanSheets\C-500-DETL.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



Autodesk Docs://2306_Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_2025.rvt
4/25/2025 3:29:25 PM

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-6205
StraughnTrout.com

© CONFIDENTIAL COPYRIGHT 2022 STRAUGHN TROUT ARCHITECTS, LLC FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE SOLELY WITH RESPECT TO THIS DRAWING, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED BY STA FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, AGENCY, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT SUCH FIRM, AGENCY, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXIST FOR THE LIFE OF THE AUTHOR AND 70 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF UC 24-2-311-1ET SEQ. AND OTHER LAWS. THE IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE

PCBCC

3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

COUNTY SURVEY

CS-101

DESIGN LOADS

ROOF LOAD:
25 P.S.F. DEAD LOAD
20 P.S.F. LIVE LOAD

CONCRETE:
f'c = 3000 P.S.I.

ROOF LOAD:
F y = K.S.I.

ULTIMATE WIND SPEED: 140 MPH
RISK CATEGORY: II
EXPOSURE: C

STRUCTURAL NOTES

1. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO FABRICATION.
2. CONTRACTOR TO PROVIDE SHOP DWGS FOR ALL STRUCTURAL COMPONENTS AND PRE-ENG. METAL BUILDING FRAME WITH SIGNED AND SEALED BY FLORIDA REGISTERED ENGINEER.
3. CONTRACTOR IS RESPONSIBLE FOR ALL MISCELLANIOUS ANGLES IN THE ROOF FRAMING SYSTEM.
4. ROOF DECK: STANDING SEAM METAL ROOF (4"R-30 INSULATION) COMPOSITE ROOF PANEL AT CONDITIONED SPACE AND 2" R-17.5 INSULATION COMPOSITE PANEL AT COVERED PARKING AND PATIO.

AREA	10		100		500		AREA
ROOF:	27.697	-30.106	24.988	-24.988			ZONE 1
	27.697	-35.224	24.988	-30.106			ZONE 2
	27.697	-35.224	24.988	-30.106			ZONE 3
OVER:	-51.18		-46.062				ZONE 2
	-51.18		-46.062				ZONE 3
WALL:	27.697	-27.697			19.87	-22.579	ZONE 4
	30.106	-40.342			22.579	-24.988	ZONE 5

WALL FOUNDATION, GRADE BEAM, & FOOTING SCHEDULE

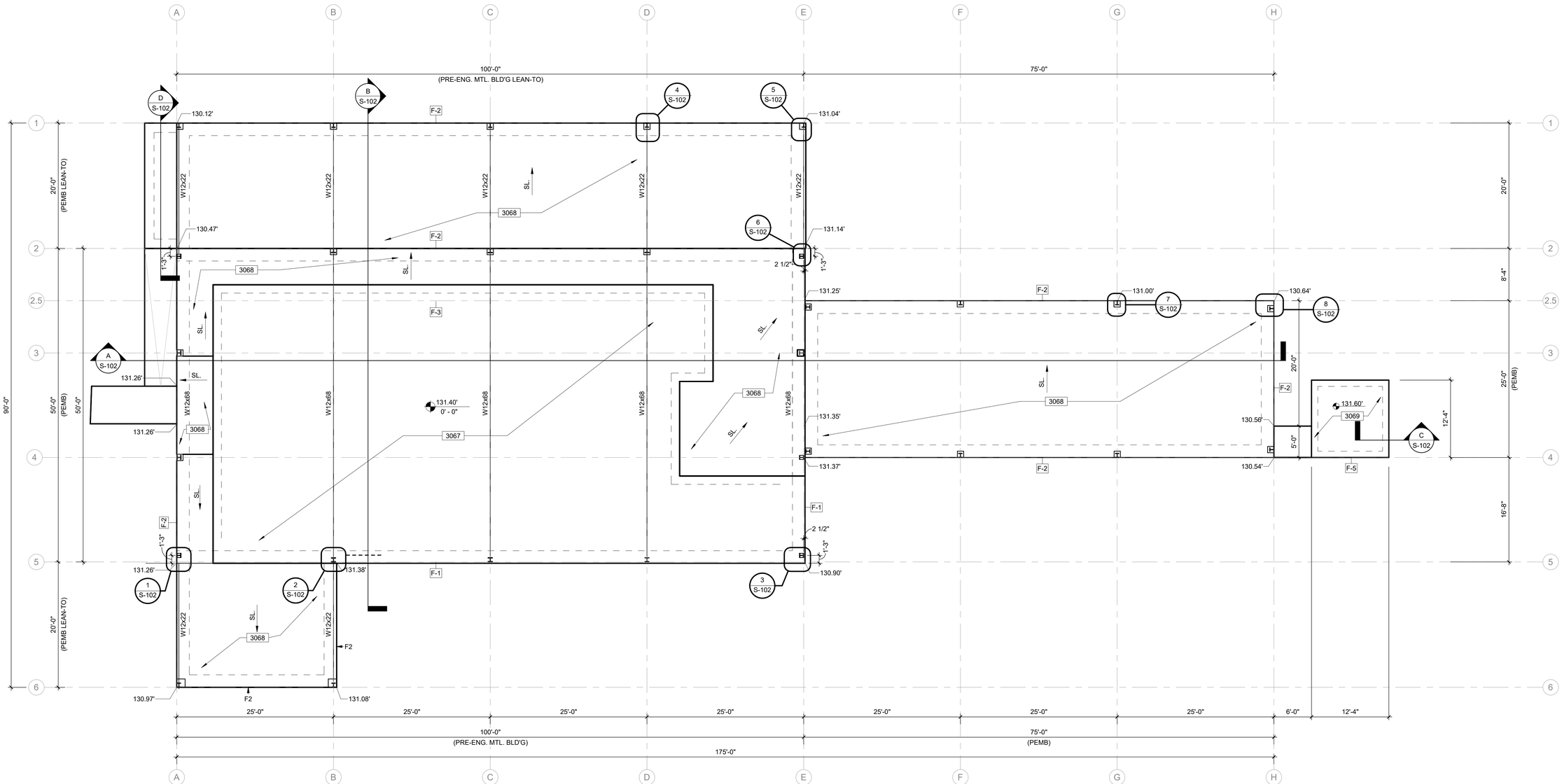
MARK	SIZE	DEPTH	CONT. TOP & BOT. REINFORCING	REMARKS	H.P.
F-1	CONT. 24" W.	30"	3# 5ϕ TOP & BOTTOM	GB = SEE DETAIL	#5 - 72"L
F-2	CONT. 24" W.	30"	3# 5ϕ TOP & BOTTOM	GB = SEE DETAIL	#5 - 72"L
F-3	CONT. 12" W.	14"	2# 5ϕ	BF = SEE DETAIL	-
F-4	CONT. 24" W.	30"	3# 5ϕ TOP & BOTTOM	GB = SEE DETAIL	#5 - 72"L
F-5	CONT. 12" W.	24"	2# 5ϕ	GB = SEE DETAIL	-

ACRONYM

G.B. = GRADE BEAM
B.F. = BELL FOOTING
M.F. = MONOLITHIC FOOTING
H.P. = HAIR PIN

KEYNOTES

3067 6IN CONCRETE SLAB ON GRADE REINFORCED WITH 6X6 W2.9XW2.9 WWF OVER 15 MIL CLASS A VAPOR BARRIER AND COMPACTED FILL.
3068 6IN CONCRETE SLAB ON GRADE REINFORCED WITH 6X6 W2.9XW2.9 WWF AND COMPACTED FILL.
3069 4IN CONCRETE SLAB ON GRADE REINFORCED WITH 6X6 W2.9XW2.9 WWF OVER 15 MIL CLASS A VAPOR BARRIER AND COMPACTED FILL.



NORTH

FOUNDATION PLAN
1/8" = 1'-0"

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-6205
StraughnTrout.com

© CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED FOR USE ON THE SPECIFIED PROJECT. ALL DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE PREPARED FOR USE ON THE SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY, INDIVIDUAL, PARTNERSHIP, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXIST FOR THE LIFE OF THE AUTHOR OR FOR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.34-3-31-1 ET. SEQ. AND OTHER APPLICABLE LAWS. ALL IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

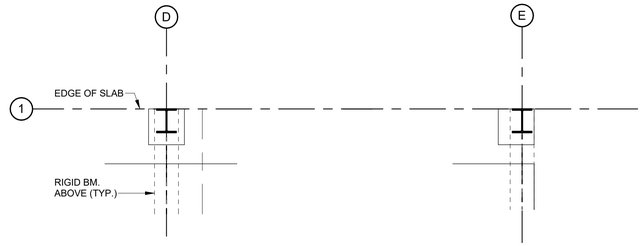
STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

FOUNDATION PLAN

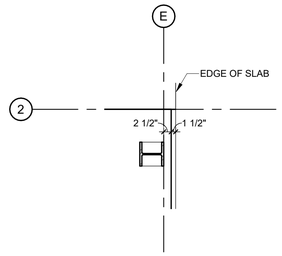
S-101

Autodesk Docs://2306 - Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V22.rvt
4/23/2025 3:29:26 PM

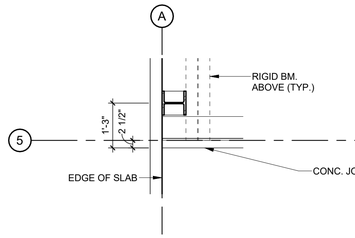


4 COLUMN @ D-1

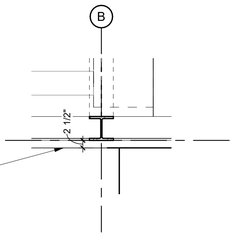
5 COLUMN @ E-1



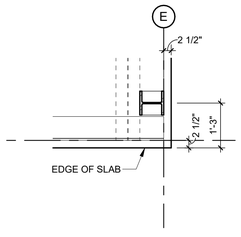
6 COLUMN @ E-2



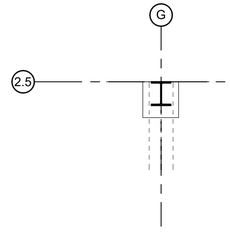
1 COLUMN @ A-5



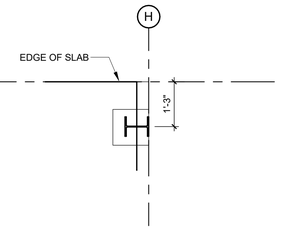
2 COLUMN @ B-5



3 COLUMN @ E-5



7 COLUMN @ G-2.5



8 COLUMN @ H-2.5

STRUCTURAL NOTES

GENERAL SPECIALTY ENGINEERING NOTES

1. THE FOUNDATION SHOWN IN THESE DOCUMENTS IS FOR PRICING ONLY. THERE MAY BE SOME ADJUSTMENT AFTER RECEIVING THE FOUNDATION REACTIONS FROM THE PEMB SPECIALTY ENGINEER.
2. ANCHOR BOLT SIZING WILL BE SPECIFIED BY THE PEMD SPECIALTY ENGINEER WHO WILL PROVIDE AN ANCHOR BOLT SETTING PLAN.

PRE-ENGINEERED/PRE-FABRICATEDSTEEL BUILDING FOUNDATION DESIGN AND CONSTRUCTION NOTES

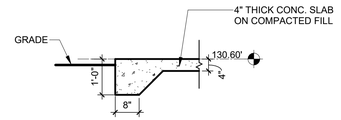
1. THE STRUCTURAL ANALYSES AND DESIGN OF THE FOUNDATION AND SLAB IS THE RESPONSIBILITY OF THE PEMB SPECIALTY ENGINEER AND WILL BE THE ENGINEER OF RECORD. THE FINAL SUBMITTAL TO INCLUDE THE FOLLOWING:

   A. DESIGN CRITERIA.
   B. COMPLETE CALCULATIONS OF ALL COMPONENTS INCLUDING.
      1. MAIN FRAMES
      2. PORTAL FRAMES
      3. GIRTS
      4. PURLINS
      5. ROOF/WALL PANELS
      6. DIAGONAL BRACING

DESIGN CRITERIA FOR PRE-ENGINEERED/ PRE-FABRICATED STEEL BUILDING SYSTEMS

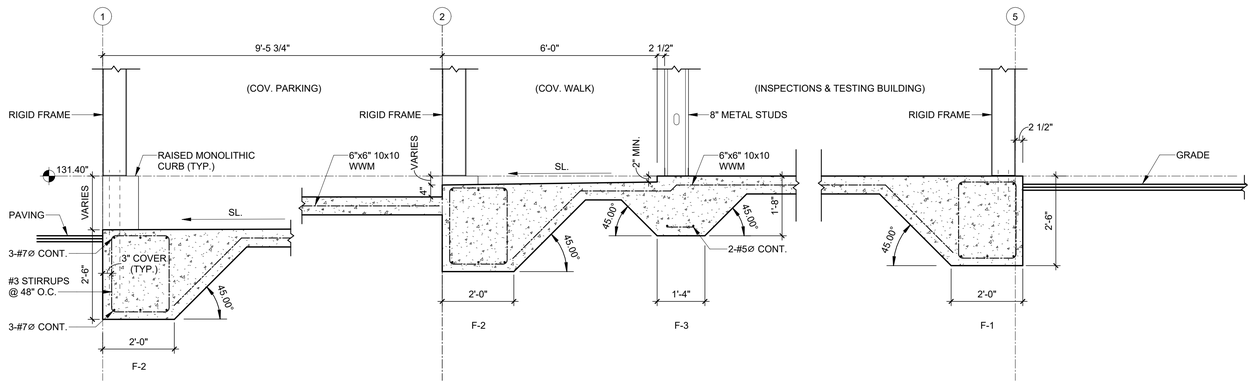
A. THE 8TH EDITION OF THE FLORIDA BUILDING CODE (2023)
B. WIND DESIGN CRITERIA
   1. ASCE 7-16
   2. 140MPH (ULT) WIND SPEED
   3. EXPOSURE: D
   4. RISK CATEGORY: II

PEMB: PRE-ENGINEERED METAL BUILDING

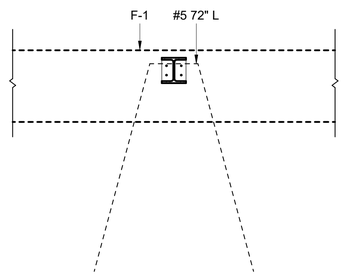


D CONCRETE WALK/PAVING SECTION
1/2" = 1'-0"

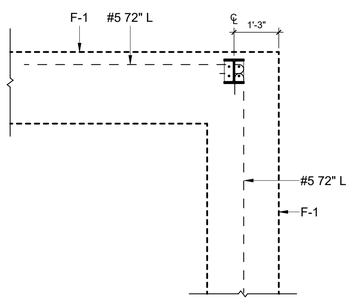
PLAN DETAILS 1/2" = 1'-0"



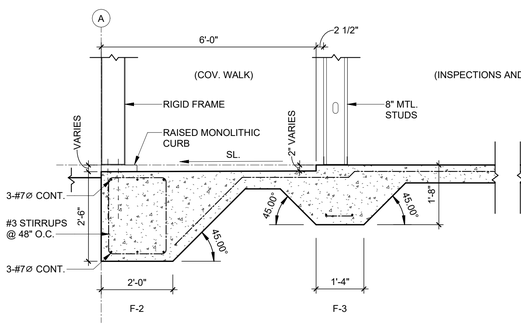
B SECTION
1/2" = 1'-0"

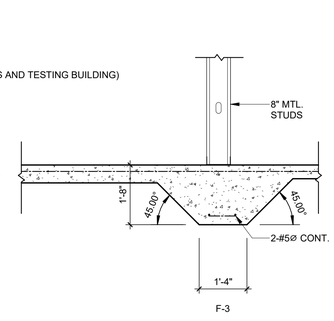


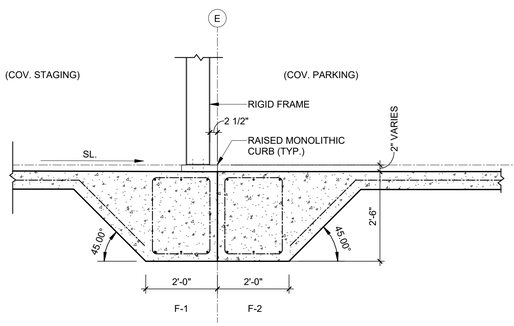
TYP. HAIRPIN @ EXTERIOR COLUMN
1/2" = 1'-0"

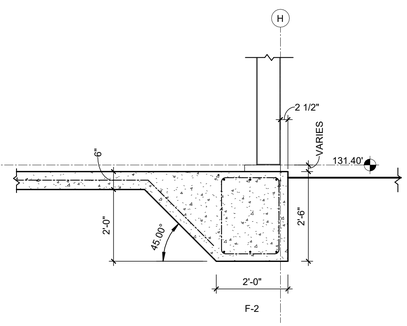


TYP. HAIRPIN @ CORNER COLUMN
1/2" = 1'-0"

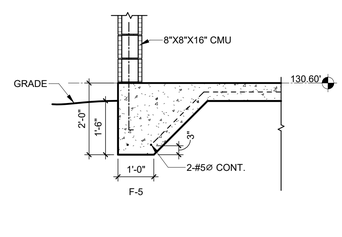








A SECTION
1/2" = 1'-0"



C SECTION
1/2" = 1'-0"

STRAUGHN TROUT
ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE PROJECT. THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONSTRUCTION FIRM, DEVELOPER, OWNER, OR ANY OTHER FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL BE EFFECTIVE FOR A TERM OF 95 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF 12-24-2-11-1 ET. SEQ. AND OTHER APPLICABLE LAWS. THE IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

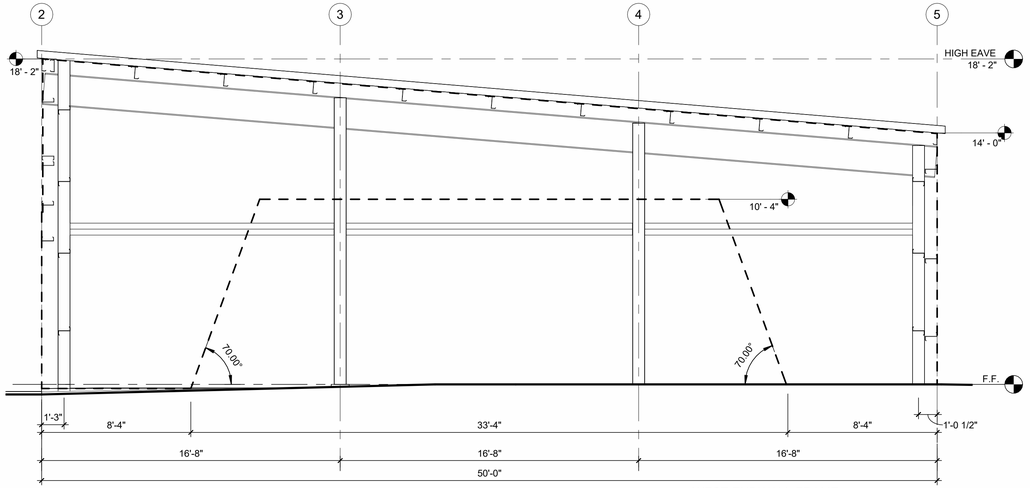
STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

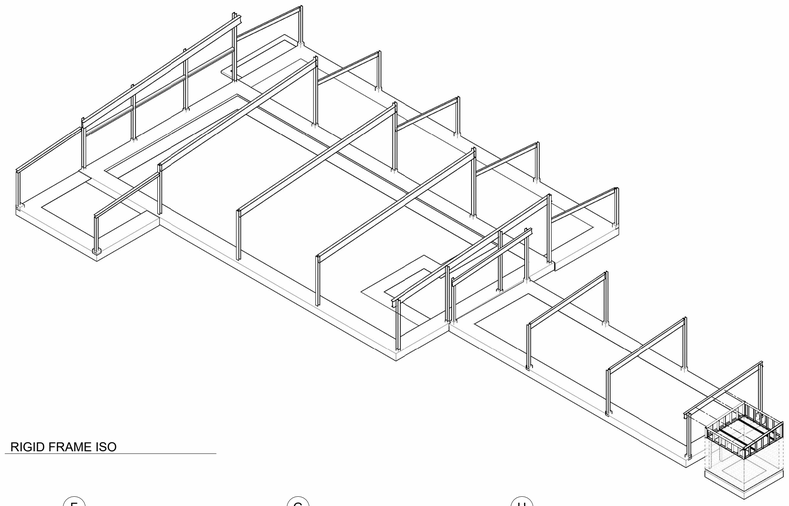
FOUNDATION DETAILS

S-102

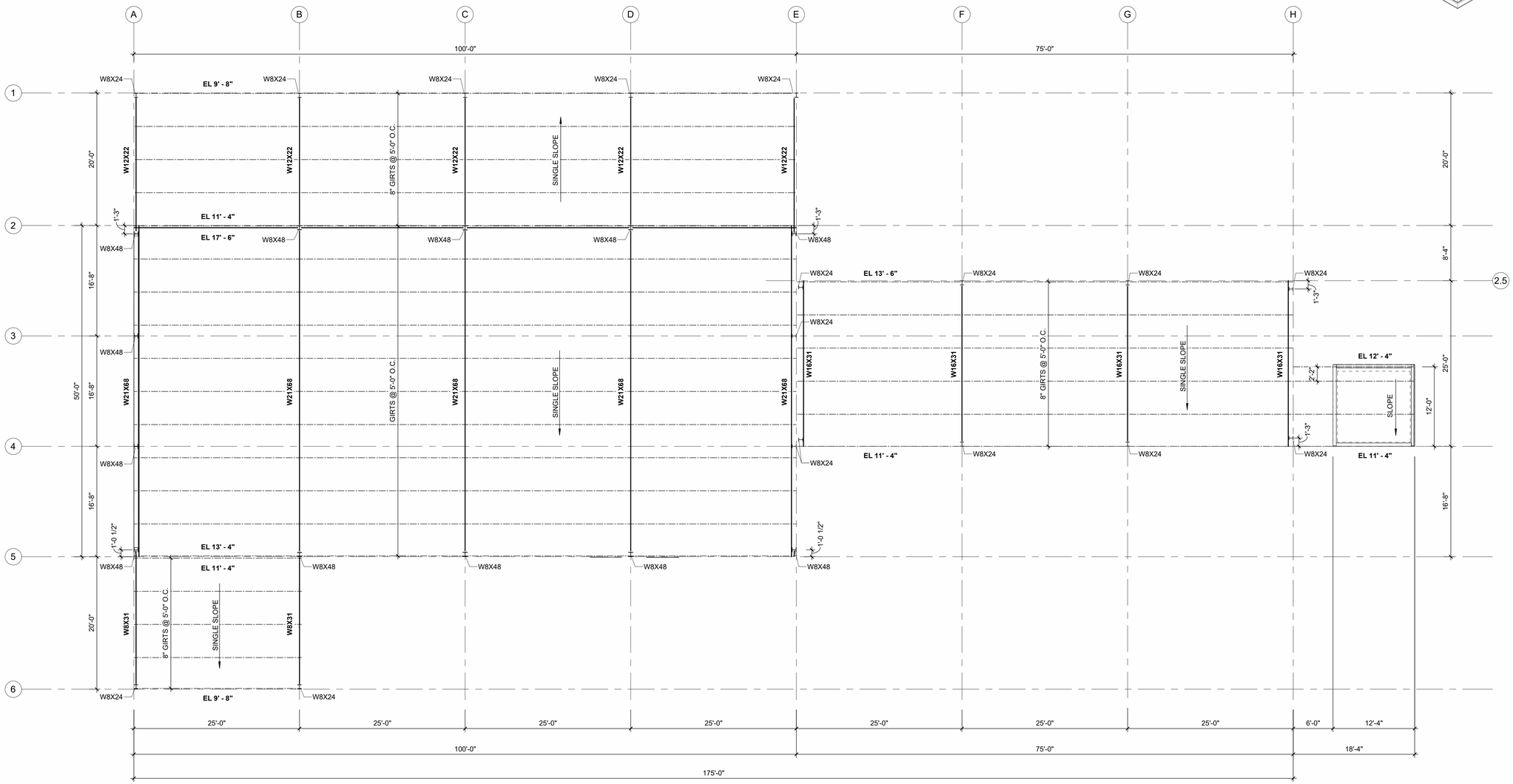
Autodesk Docs://2306 - Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V24.rvt
4/25/2025 3:29:29 PM



3 WEST ENDWALL FRAME
1/4" = 1'-0"



RIGID FRAME ISO



NORTH

RIGID FRAME PLAN
1/8" = 1'-0"

STRAUGHN TROUT
ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601

PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE PROJECT. THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY, INDIVIDUAL, PARTNERSHIP, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 120 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION IN AN UNPUBLISHED WORK SUBSISTS FROM ITS CREATION IN FIXED FORM AND CONTINUES FOR AS LONG AS IT REMAINS UNPUBLISHED OR FOR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY FINE OF UP TO $250,000 AND IMPRISONMENT. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF 17 U.S.C. § 1 ET. SEQ. AND OTHER APPLICABLE LAWS. THE IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	GWT

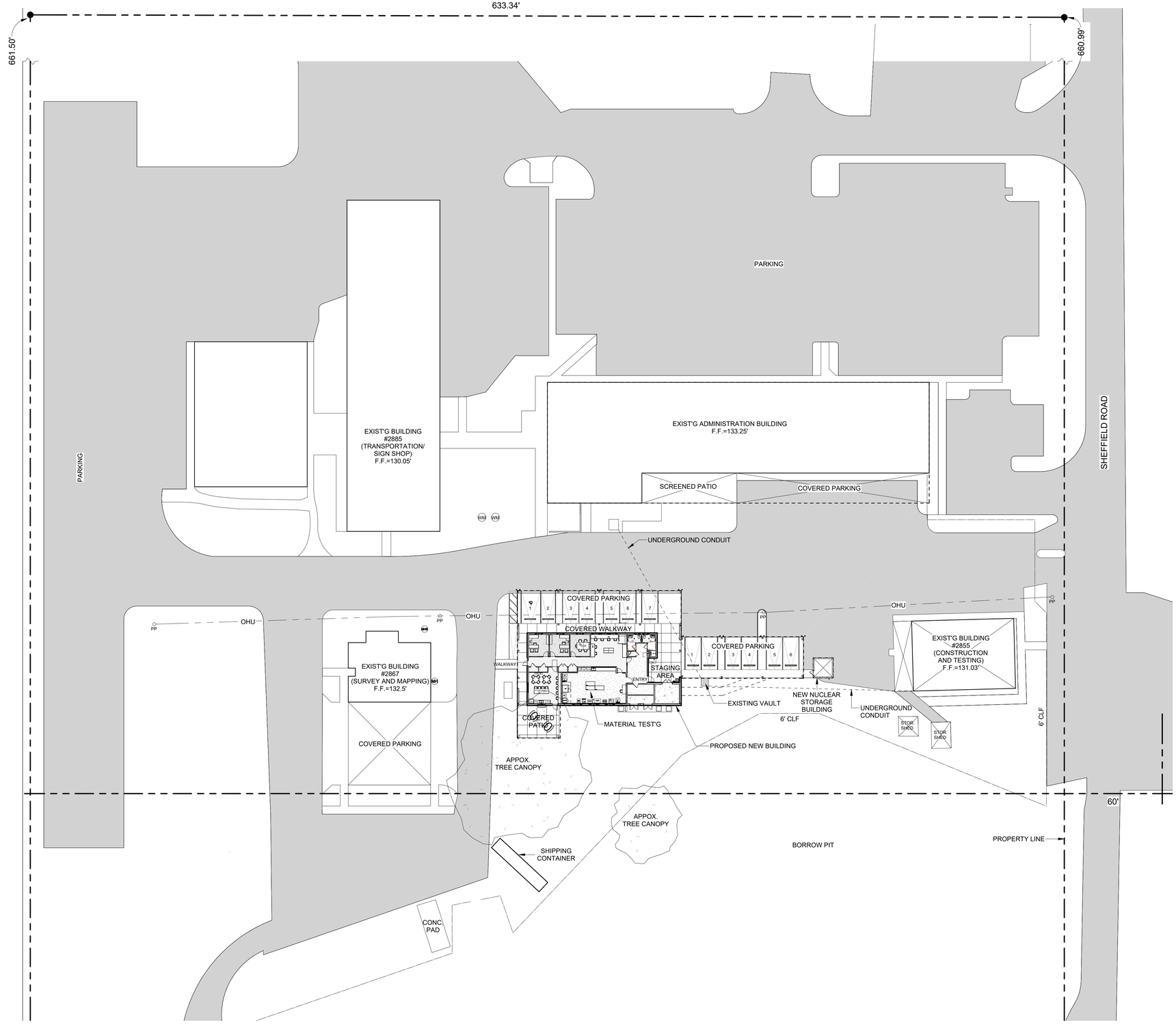
#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

RIGID FRAME PLAN

S-103

4/2/2025 3:29:40 PM
Autodesk Docs://2306_Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V22.rvt

NOTE: SEE CIVIL ENGINEERS SITE DEVELOPMENT PLANS BY KIMLEY HORN



ARCHITECTURAL SITE PLAN
1" = 30'-0"

NORTH

STRAUGHN TROUT
ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601

PH: (863) 665-6205
StraughnTrout.com

© CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE AAR#0576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE WORK. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY, PERSON, FIRM, CONTRACTOR, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 120 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXIST FOR THE LIFE OF THE AUTHOR OR FOR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.34-3-3-1—I.C.1ST. SEQ. AND OTHER APPLICABLE LAWS. THE DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING
FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

ARCHITECTURAL SITE PLAN

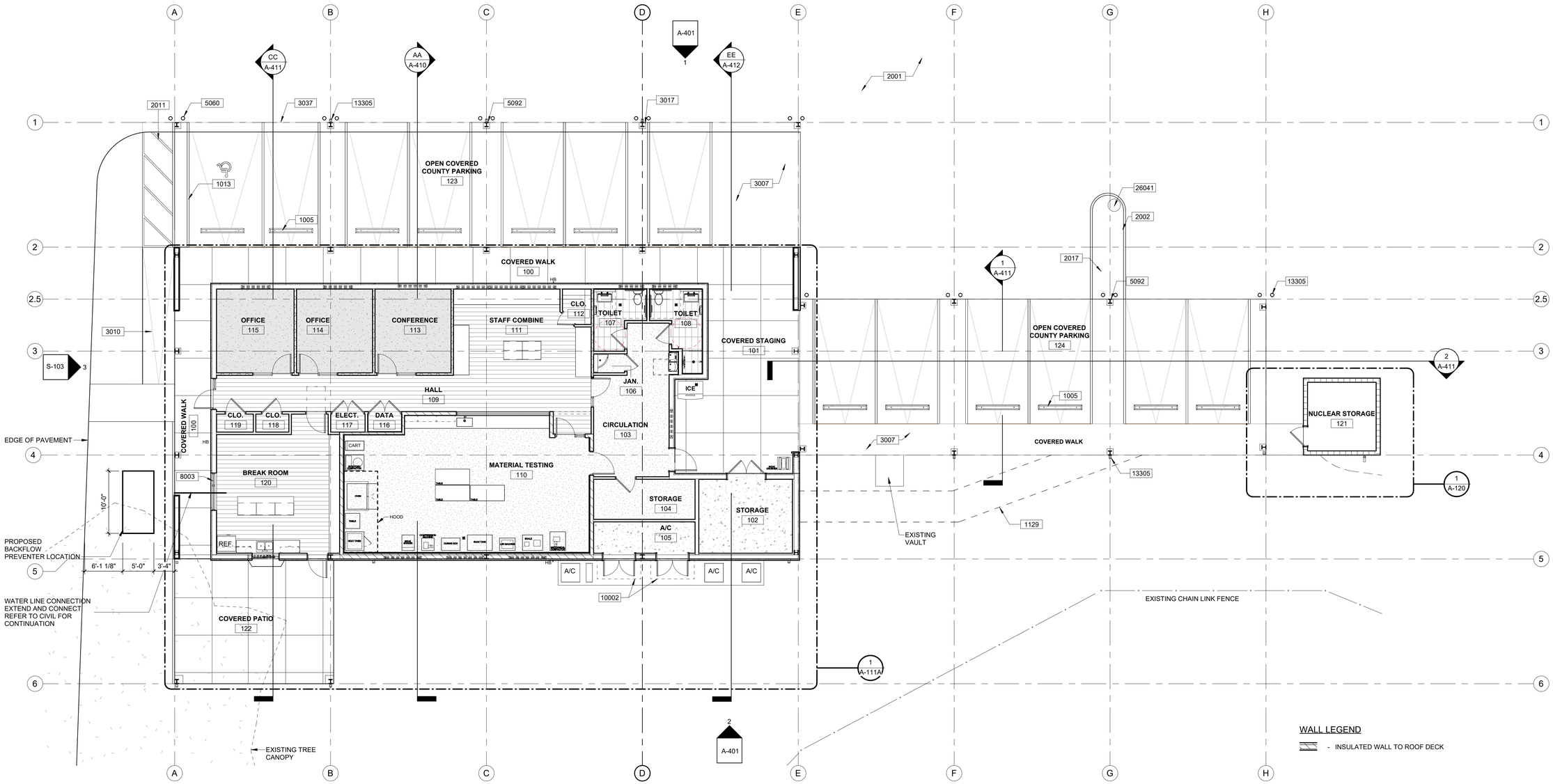
AS-101

4/25/2025 3:29:45 PM Autodesk Docs://2306_Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BUILDING RENOVATIONS_ARCH_r22.rvt

GENERAL NOTES

KEYNOTES

1005	WHEEL STOP. SEE CIVIL.
1013	4 IN. WIDE PAINTED PARKING STRIPE - TYPICAL AT PARKING AREA.
1129	EXISTING CONCRETE SLAB TO BE REMOVED. COORDINATE WITH CIVIL DRAWINGS.
2001	ASPHALT PAVING. SEE CIVIL DRAWINGS.
2002	CONCRETE CURB. SEE CIVIL DRAWINGS FOR CURB TYPE - TYPICAL.
2011	STRIPE ACCESSIBLE (H/C) STALL WITH BLUE PAINT PER STATE OF FLORIDA STANDARDS - TYPICAL.
2017	COORDINATE FINAL ELEVATION OF FINISH GRADE SO THAT TOP OF SOD IS 2 IN. BELOW TOP OF CONCRETE WALK/ SLAB - TYPICAL (UNLESS NOTED OTHERWISE). NOTE: SLOPE FINISHED GRADE TO DRAIN AWAY FROM CONCRETE WALKS TO ADJACENT STORM DRAINAGE STRUCTURES OR SWALES. SLOPE SHALL NOT EXCEED 3% FOR A MINIMUM DISTANCE OF 5 FEET BEYOND EDGE OF WALKS.
3007	6 IN. CONCRETE WALK SLAB REINFORCED WITH 6X6-W1.4 X W1.4 WWF OVER WELL COMPACTED SUB-GRADE. PROVIDE COLD CONSTRUCTION JOINTS (CJ) AT MAXIMUM 30 FT. O.C. AND AS SHOWN; AND TOOLED JOINTS (TJ) AT 6 FT. O.C. (MAXIMUM) OR AS SHOWN. FINISH AS SCHEDULED.
3010	CONCRETE H/C RAMP: 4 IN. THICK CONCRETE WALK (WITH SALT FINISH) AS -3007- WITH THICKENED EDGE/ CAST-IN-PLACE CONCRETE FOUNDATION WALL SUPPORT AS DETAILED.
3017	MONOLITHIC CONCRETE SLAB / FOUNDATION AS REQUIRED BY SPECIALTY ENGINEER.
3037	SLOPED CONCRETE WALK/ TRANSITION DOWN TO ASPHALT PAVEMENT. CONSTRUCT WALK AS -3007-.
5060	BOLLARD: 6 IN. STEEL PIPE SET IN CONCRETE FOOTING AND GROUTED SOLID. SET TOP 48 IN. ABOVE FINISHED GRADE. COVER WITH LDPE BOLLARD SLEEVE. SECURE WITH 2 SET SCREWS COLOR AS SELECTED.
5092	STRUCTURAL STEEL COLUMN - SEE STRUCTURAL
8003	ALUMINUM STOREFRONT FRAMED OPENING WITH 1" INSUL. GLASS.
10002	ALUMINUM ROOF CANOPY OVERHANG ABOVE - TYPICAL.
13305	GUTTER AND DOWNSPOUT BY PEMB MANUFACTURER
26041	EXISTING UTILITY POLE TO REMAIN.



WALL LEGEND

- INSULATED WALL TO ROOF DECK

NORTH

ANNOTATION FLOOR PLAN
1/8" = 1'-0"

STRAUGHN TROUT ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601

PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE AA0despite

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE SOLELY WITH RESPECT TO THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED BY STA FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONSTRUCTION FIRM, DEVELOPMENT FIRM, PARTNERSHIP, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXTEND FOR THE STANDARD TERM OF 95 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $100,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.24-2-3-1--17. SEC. AND OTHER LAWS. THE ARCHITECTURAL WORKS, INCLUDING THE DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #: 2306

PROJECT MGR.: GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

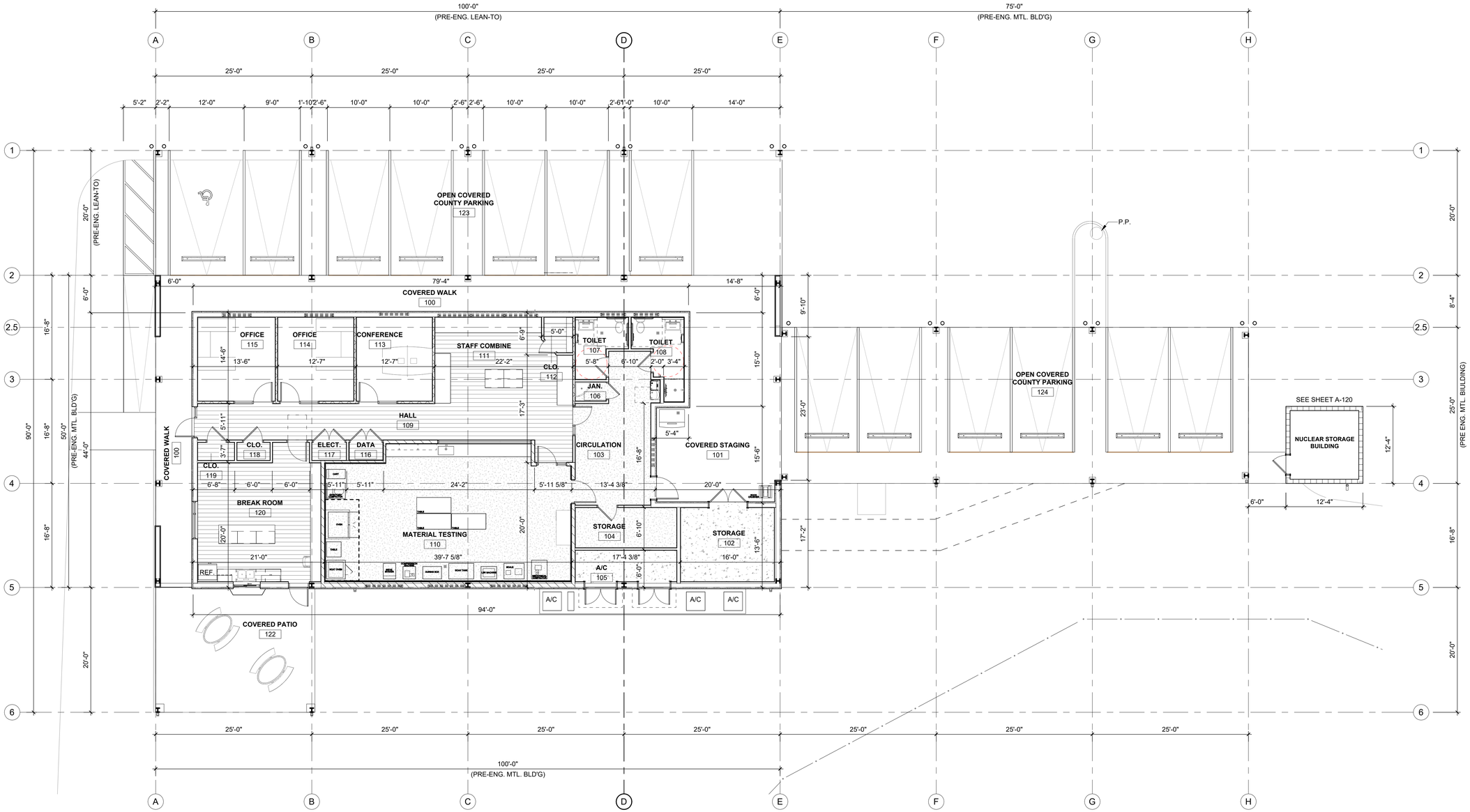
OVERALL ANNOTATION FLOOR PLAN

A-101

Architect Docs (2026) - Renovations to Road & Drainage Inspection and Test Bldg\2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V2025.rvt
4/29/2025 3:29:51 PM

GENERAL NOTES

1. SEE ADDITIONAL DIMENSIONS ON SHEET A-111D, A-112D, & A-112E
2. SEE SHEET A-120 FOR NUCLEAR STORAGE BUILDING DIMENSIONS AND INFORMATION



OVERALL DIMENSION PLAN
1/8" = 1'-0"

STRAUGHN TROUT
ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601

PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
© STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE SOLELY WITH RESPECT TO THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED BY STA FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY, INDIVIDUAL, PARTNERSHIP, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXIST FOR THE LIFE OF THE AUTHOR OR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 125 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.24-2-3-1—ET. SEQ. AND OTHER APPLICABLE LAWS. THE IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

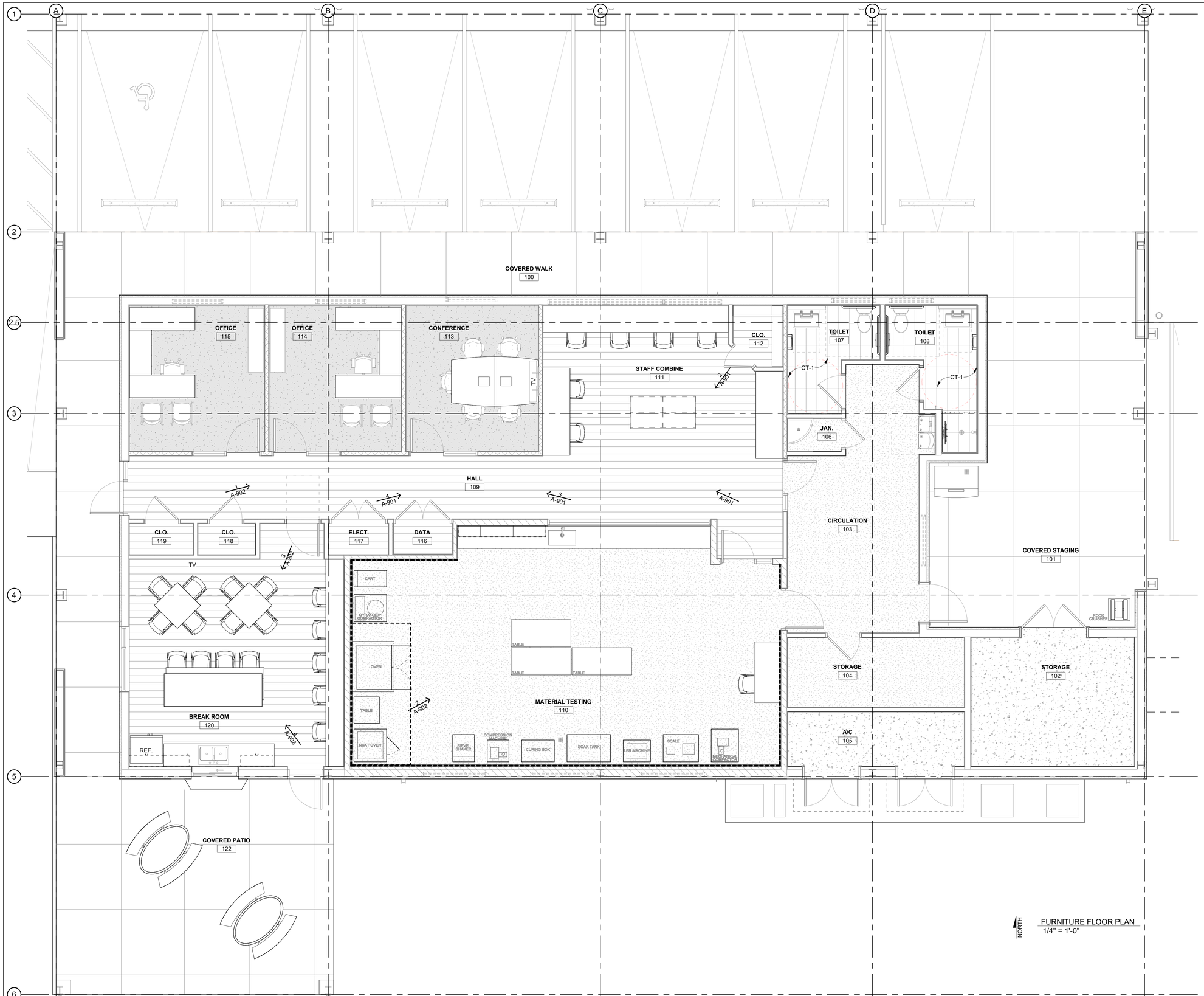
DIMENSION FLOOR PLAN

A-101D

Autodesk Docs://2306 - Renovation to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V2023.rvt
4/29/2025 3:29:55 PM

GENERAL NOTES

- SEE SHEETS A-901 AND A-902 FOR INTERIOR RENDERINGS



FURNITURE FLOOR PLAN
1/4" = 1'-0"

LEGEND

FLOOR FINISH LEGEND

- LVT: KARDEAN, VAN GOGH RECLAIMED REDWOOD VGW99T (48"X7")
- CARPET: TANDUS CENTIVA, SUBSTANCE 11449, BLOCK OUT 76204 (18"X36")
- STONHARD EPOXY
- SEALED CONCRETE
- TILE: DATILE HAUT MONDE GLITTERATI GRANITE HM03 (UNPOLISHED 12" X 24")

INTERIOR WALL FINISH LEGEND

- HORIZ. METAL WALL PANEL. METAL SPAN IW SERIES: IW-10A
- **CT-1** CERAMIC TILE DALTILE, HAUT MONDE GLITTERATI GRANITE HM03 (UNPOLISHED, 12"X24" FLOOR /WALL)

INT. PAINT

- **ACCENT:** SHERWIN WILLIAMS, SW 9141 WATERLOO.
- **FIELD:** SHERWIN WILLIAMS, SW SW 7672 KNITTING NEEDLES.

STRAUGHN TROUT ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601

PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE AAR#0576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE PROJECT. THE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER PERSON, FIRM, ASSOCIATION OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT 17 U.S.C. PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXIST FOR THE LIFE OF THE AUTHOR AND 50 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.34-3-31-1 ET. SEQ. AND OTHER APPLICABLE LAWS. THE ARCHITECTURAL WORKS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

FURNITURE FLOOR PLAN

A-101F

Architect Docs (2026) - Renovation to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V24.rvt
4/25/2025 3:30:05 PM

GENERAL NOTES

1. SEE SHEET A-510 FOR WALL TYPES
2. SEE SHEET A-801 FOR ENLARGED DETAIL PLANS

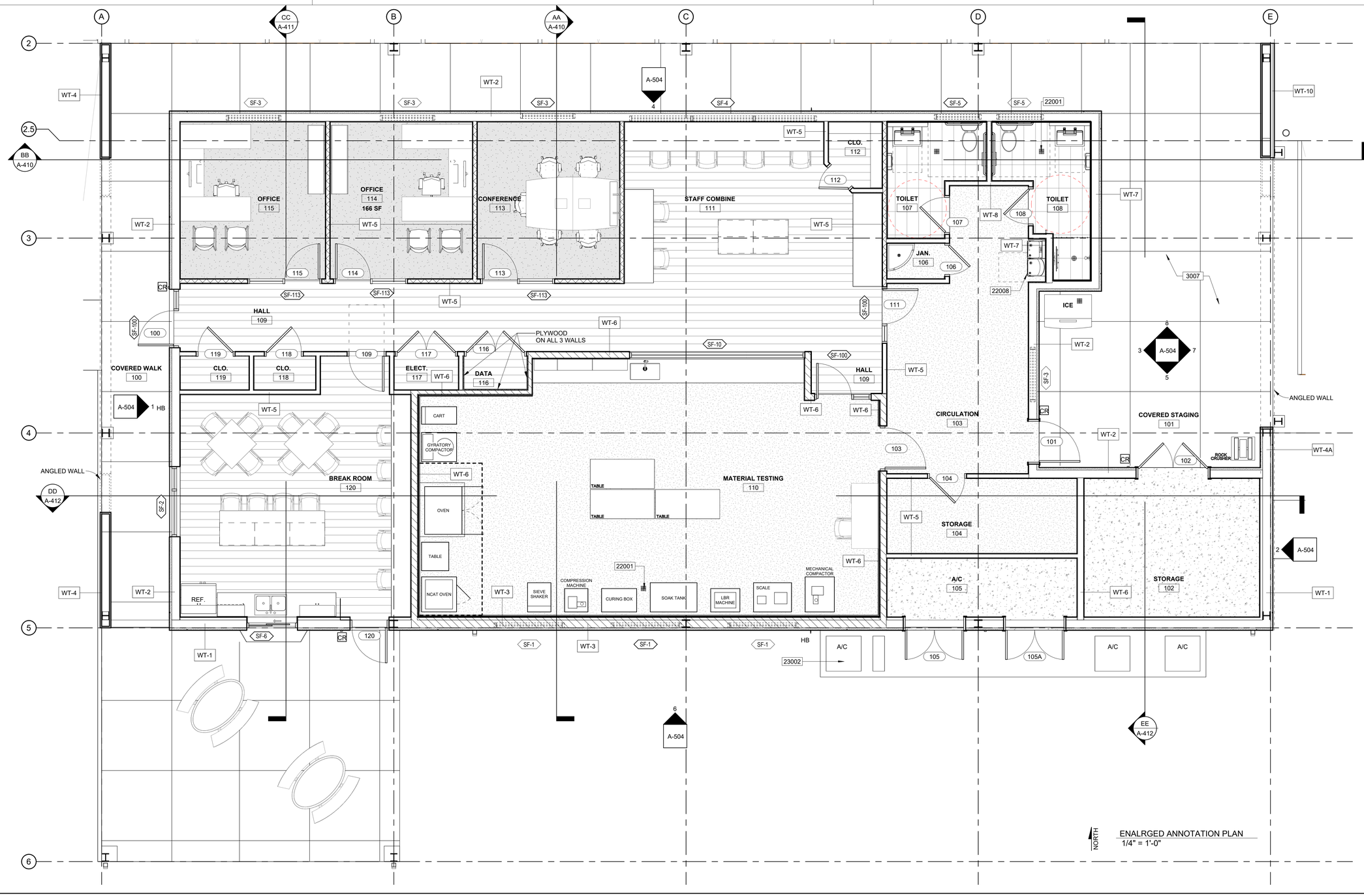
KEYNOTES

3007	6 IN. CONCRETE WALK SLAB REINFORCED WITH 6X6-W1.4 X W1.4 WWF OVER WELL COMPACTED SUB-GRADE. PROVIDE COLD CONSTRUCTION JOINTS (CJ) AT MAXIMUM 30 FT. O.C. AND AS SHOWN; AND TOOLED JOINTS (TJ) AT 6 FT. O.C. (MAXIMUM) OR AS SHOWN. FINISH AS SCHEDULED.
22001	FLOOR DRAIN - TYPICAL AS SHOWN. SEE PLUMBING DRAWINGS.
22008	ELECTRIC WATER COOLER - TYPICAL AS SHOWN.
23002	HVAC CONDENSING UNIT SET ON CONCRETE SLAB.

LEGEND

FLOOR FINISH LEGEND

- LVT: KARDEAN, VAN GOGH RECLAIMED REDWOOD VGW99T (48"X7")
- CARPET: TANDUS CENTIVA, SUBSTANCE 11449, BLOCK OUT 76204 (18"X36")
- STONHARD EPOXY
- SEALED CONCRETE
- TILE: DATILE HAUT MONDE GLITTERATI GRANITE HMO3 (UNPOLISHED 12" X 24")



ENALRGED ANNOTATION PLAN
1/4" = 1'-0"

STRAUGHN TROUT ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601

PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND ARE OWNED BY AND THE PROPERTY OF STA. ALL SUCH DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CORPORATION, OR ENTITY FOR ANY PURPOSE WHATSOEVER, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 120 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK (INCLUDING ANY SUCH DRAWINGS, AND PLANS) EXISTS FROM THE DATE OF ITS CREATION FOR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF LC 24-2-31-1 ET SEQ. AND OTHER APPLICABLE LAWS. THE IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

ENLARGED ANNOTATION FLOOR PLAN

A-111A

4/25/2025 3:30:07 PM Autodesk Docs://2306_Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_2024.rvt

GENERAL NOTES:

1. SEE ADDITIONAL DIMENSIONS ON SHEET A-112D & A-112E
2. SEE SHEET A-120 FOR NUCLEAR STORAGE BUILDING DIMENSIONS AND INFORMATION

COVERED WALK 100
OFFICE 115
OFFICE 114
CONFERENCE 113
STAFF COMBINE 111
CLO. 112
TOILET 107
TOILET 108
JAN. 106
CIRCULATION 103
COVERED STAGING 101
HALL 109
CLO. 119
CLO. 118
ELECT. 117
DATA 116
BREAK ROOM 120
MATERIAL TESTING 110
STORAGE 104
STORAGE 102
A/C 105
COVERED PATIO 122
COVERED WALKWAY
ANGLED WALL
SHOWER
ICE
CART
GYRATORY COMPACTOR
HOOD
OVEN
TABLE
NCAT OVEN
REF.
SIEVE SHAKER
COMPRESSION MACHINE
CURING BOX
SOAK TANK
LBR MACHINE
SCALE
MECHANICAL COMPACTOR
ROCK CRUSHER
DF

100'-0" (PRE-ENG. MTL. BLD'G)

ENLARGED DIMENSION FLOOR PLAN
1/4" = 1'-0"

STRAUGHN TROUT ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3801

PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE AAR#26576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY, PUBLIC OR PRIVATE, FOR ANY PERSON OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXTEND FOR THE TERM OF COPYRIGHT FOR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER SECTION 817.52 FLORIDA STATUTES AND SECTION 102 OF THE COPYRIGHT ACT. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.24-2-3-1--ET SEQ. AND OTHER APPLICABLE STATUTES. ALL IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE

PCBCC

3000 SHEFFIELD ROAD
WINTER HAVEN, FL

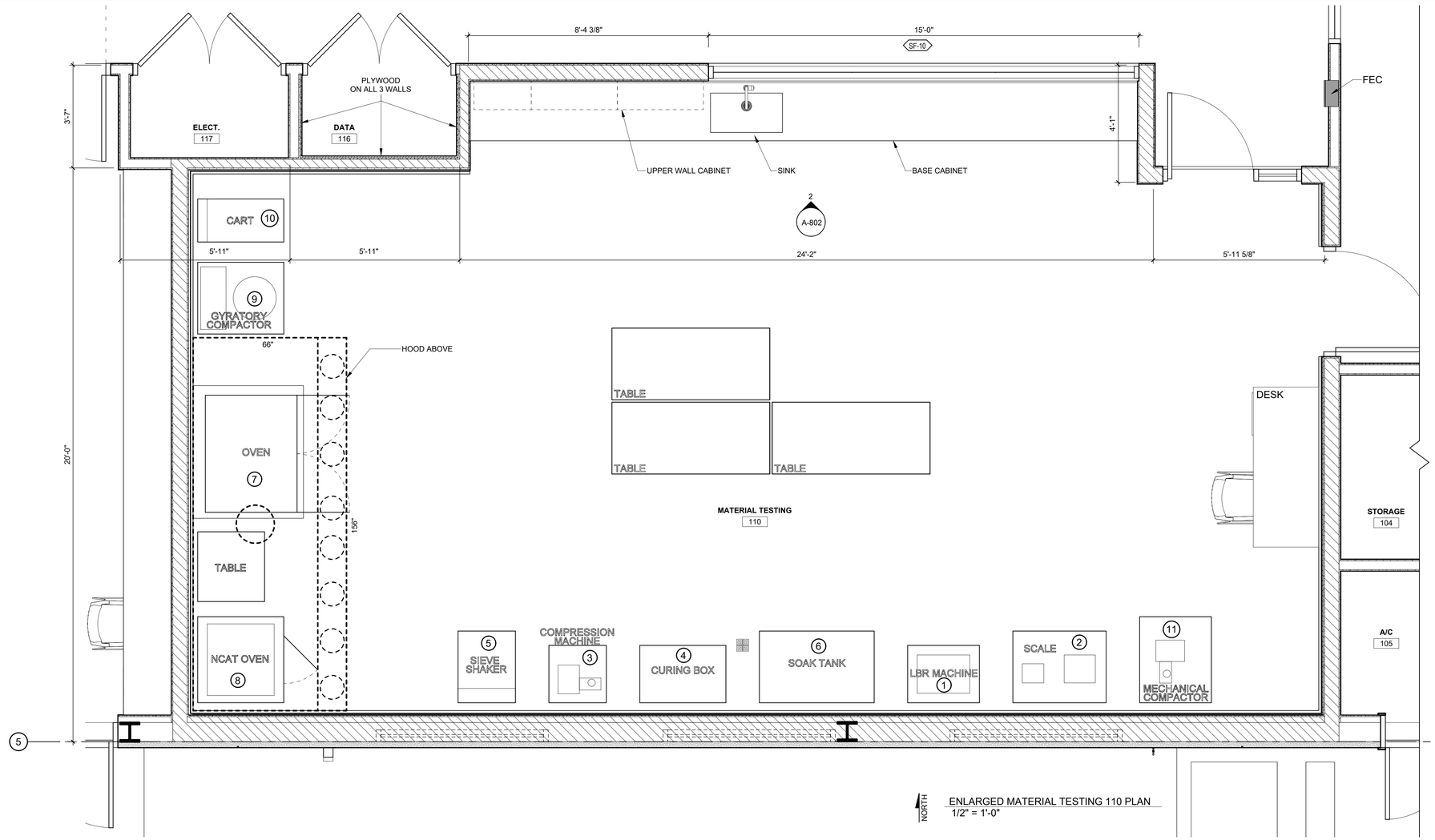
STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

ENLARGED DIMENSION FLOOR PLAN

A-111D

Architect Doc://2306 - Renovation to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V24.rvt
4/25/2025 3:33:11 PM



NORTH

ENLARGED MATERIAL TESTING 110 PLAN
1/2" = 1'-0"

1



2



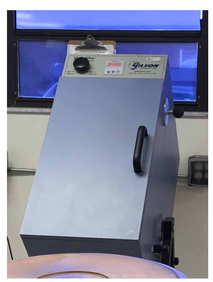
3



4



5



6



LAB EQUIPMENT SCHEDULE

#	EQUIPMENT	EXIST.	NEW
1	LBR MACHINE	X	
2	SCALE	X	
3	COMPRESSION MACHINE	X	
4	CURING BOX	X	
5	SIEVE SHAKER	X	
6	SOAK TANK	X	
7	OVEN	X	
8	NCAT OVEN	X	
9	GYRATORY COMPACTOR	X	
10	CART	X	
11	MECHANICAL COMPACTOR	X	CONCRETE PEDESTAL
12	ROCK CRUSHER	X	

7



8



9

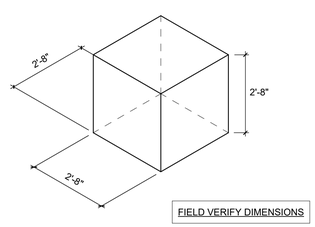


10



11





FIELD VERIFY DIMENSIONS

POURED CONC. BASE FOR EQUIP. #11

12



STRAUGHN TROUT
ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE AAR#6576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY, PUBLIC OR PRIVATE, FOR ANY CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXTEND FOR THE LIFE OF THE AUTHOR FOR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.24-2-3-1--17 SEQ. AND OTHER APPLICABLE STATUTES. THE IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

258

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #: 2306

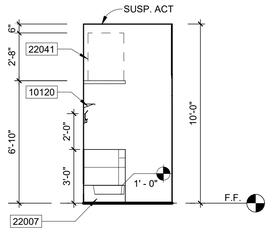
PROJECT MGR.: GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

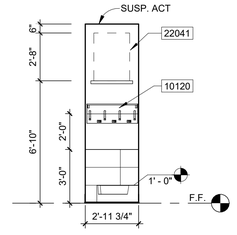
ENLARGED DIMENSION FLOOR PLAN - LAB

A-112D

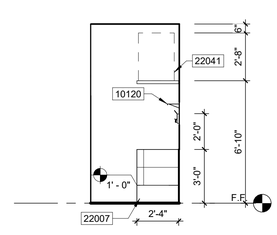
Autodesk Docs://2306 - Renovation to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BUILDING_ROOM TONE_ARCH_Local.rvt
4/29/2025 3:30:20 PM



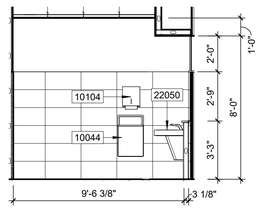
14 NORTH ELEVATION - JANITOR CLOSET
1/4" = 1'-0"



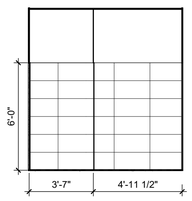
13 WEST ELEVATION - JANITOR CLOSET
1/4" = 1'-0"



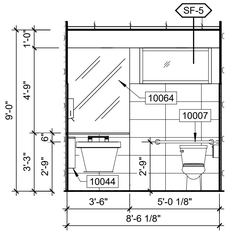
12 SOUTH ELEVATION - JANITOR CLOSET
1/4" = 1'-0"



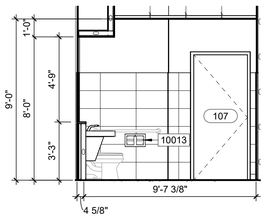
11 WEST ELEVATION - TOILET 107
1/4" = 1'-0"



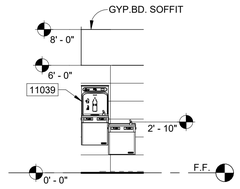
10 SOUTH ELEVATION - TOILET 107
1/4" = 1'-0"



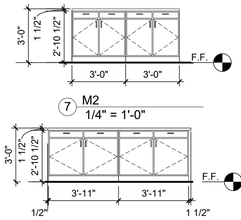
9 NORTH ELEVATION - TOILET 107
1/4" = 1'-0"



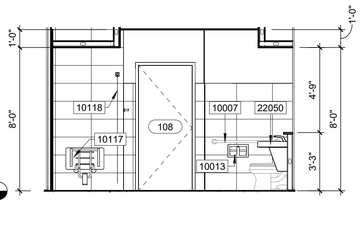
8 EAST ELEVATION - TOILET 107
1/4" = 1'-0"



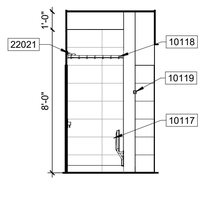
15 EAST ELEVATION - DRINKING FOUNTAIN
1/4" = 1'-0"



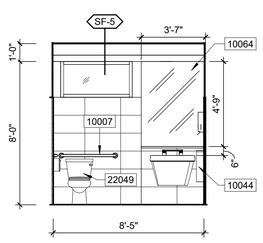
7 M2
1/4" = 1'-0"



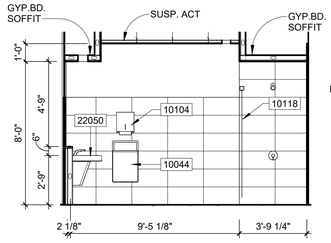
5 WEST ELEVATION - TOILET 108
1/4" = 1'-0"



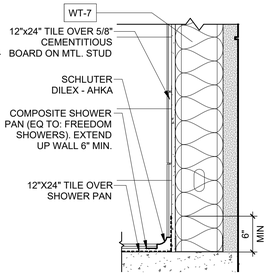
4 SOUTH ELEVATION - TOILET 108
1/4" = 1'-0"



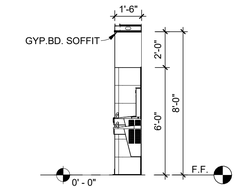
3 NORTH ELEVATION - TOILET 108
1/4" = 1'-0"



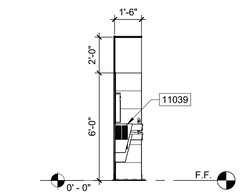
2 EAST ELEVATION - TOILET 108
1/4" = 1'-0"



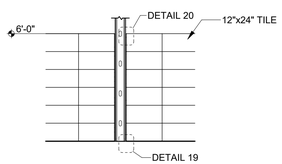
21 SHOWER PAN SECTION
1" = 1'-0"



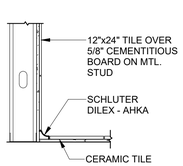
16 NORTH ELEVATION - DRINKING FOUNTAIN
1/4" = 1'-0"



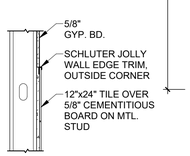
17 SOUTH ELEVATION - DRINKING FOUNTAIN
1/4" = 1'-0"



18 CERAMIC TILE SECTION
1/4" = 1'-0"



19 FLR TO WALL TRANS.
3/4" = 1'-0"



20 TILE EDGE TRIM DETAIL
3/4" = 1'-0"

1 ENLARGED PLAN STAFF COMBINE
1/2" = 1'-0"

NORTH

TOILET ACCESSORIES

Keynote	Description	Count
10007	Bobrick B-6806 Grab Bars	4
10013	TrimLineSeries™ Surface-Mounted Multi-Roll Toilet Tissue Dispenser	2
10044	Bobrick B-43644 Contura Series Recessed Waste Receptacle	2
10064	Mirror: 57" X 42"	2
10104	Fino Collection Surface Mounted Paper Towel Dispenser	2
10117	Bobrick Solid Phenolic Folding Shower / Dressing Area Seat	1
10118	Bobrick B-204-2 Vinyl Shower Curtain and Rod	1
10119	Bobrick Surface Mounted - Towel Pin	1
10120	Bobrick B-239 Utility Shelf with Rag Hooks and Broom Holders	1
11039	Elkay drinking fountain: EMABFTL8WS	1
22021	Built-In Shower with Concealed Supplies - Hand Shower and Showerhead	1
22049	ADA Toilet Commercial	2
22050	Verge™ Lavatory System w/Washbar Technology – LVQ Series, One Station	2

KEYNOTES

10007	PROVIDE PAIR OF HORIZONTAL GRAB BARS ADJACENT TO WATER CLOSET - TYPICAL IN EACH SINGLE USER TOILET ROOM AND HC TOILET STALL: PROVIDE 42 IN. LONG GRAB BAR ON SIDE WALL LOCATED 12 IN. FROM REAR WALL AND 36 IN. BAR ON REAR WALL SET 4 IN. OFF OF CORNER OF ROOM. MOUNT BOTH AT 34 IN. AFF TO CENTERLINE.
10013	WALL MOUNTED TOILET TISSUE DISPENSER - TYPICAL AT EACH WATER CLOSET. MOUNT WITH BOTTOM AT 18 IN. AFF AND 7-9 IN. FROM FRONT OF TOILET.
10044	RECESSED WASTE RECEPTACLE. SEE SPECS.
10064	57 IN. X 42 IN. MIRROR CENTERED OVER WALL HUNG LAVATORY - TYPICAL. MOUNT WITH BOTTOM OF FRAME AT 44 IN. AFF.
10104	WALL MOUNTED PAPER TOWEL DISPENSER.
10117	FOLDING SHOWER/DRESSING AREA SEAT.
10118	SHOWER COURTAIN AND ROD, TYP.
10119	SURFACE MOUNTED TOWEL PIN.
10120	UTILITY SHELF W/ MOP/BROOM HOLDERS AND RAG HOOKS.
11039	ELKAY DRINKING FOUNTAIN
22007	MOP FLOOR SINK.
22021	SHOWER WITH RAISED CURB AND CERAMIC TILE FINISH.
22041	WALL MOUNTED WATER HEATER. SEE ENGINEER'S DRAWINGS.
22049	ADA TOILET COMMERCIAL.
22050	BRADLEY LAVATORY W/ SOAP DISPENSER & HAND DRYER.

GENERAL NOTES

1. SEE DETAILS 18-20 FOR SCHLUTER SECTIONS REQUIRED FOR ALL EXPOSED CERAMIC TILE EDGES.

LEGEND

FLOOR FINISH LEGEND

- LVT: KARDEAN, VAN GOGH RECLAIMED REDWOOD VGW99T (48"X7")
- CARPET: TANDUS CENTIVA, SUBSTANCE 11449, BLOCK OUT 76204 (18"X36")
- STONHARD EPOXY
- SEALED CONCRETE
- TILE: DATILE HAUT MONDE GLITTERATI GRANITE HMO3 (UNPOLISHED 12" X 24")

INTERIOR WALL FINISH LEGEND

- HORIZ. METAL WALL PANEL. METAL SPAN IW SERIES: IW-10A
- **CT-1** CERAMIC TILE DALTILE, HAUT MONDE GLITTERATI GRANITE HM03 (UNPOLISHED, 12"X24" FLOOR /WALL)

INT. PAINT

- **ACCENT:** SHERWIN WILLIAMS, SW 9141 WATERLOO.
- **FIELD:** SHERWIN WILLIAMS, SW SW 7672 KNITTING NEEDLES.

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3001
PH: (863) 665-6205
StraughnTrout.com

© CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR9605576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA. ALL RIGHTS ARE RESERVED. ALL CONCEPTS, IDEAS, DESIGNS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CORPORATION, OR OTHER BUSINESS ENTITY FOR ANY FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK (INCLUDING ANY ARCHITECTURAL PLANS OR DRAWINGS PREPARED FOR USE IN CONNECTION WITH SUCH A WORK) CREATED ON OR AFTER DECEMBER 1, 1990 IS FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY FINE OR IMPRISONMENT. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF FC 24-2-31-1 ET SEQ. AND OTHER APPLICABLE LAWS. THE IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND MAYBE NOT BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

259

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

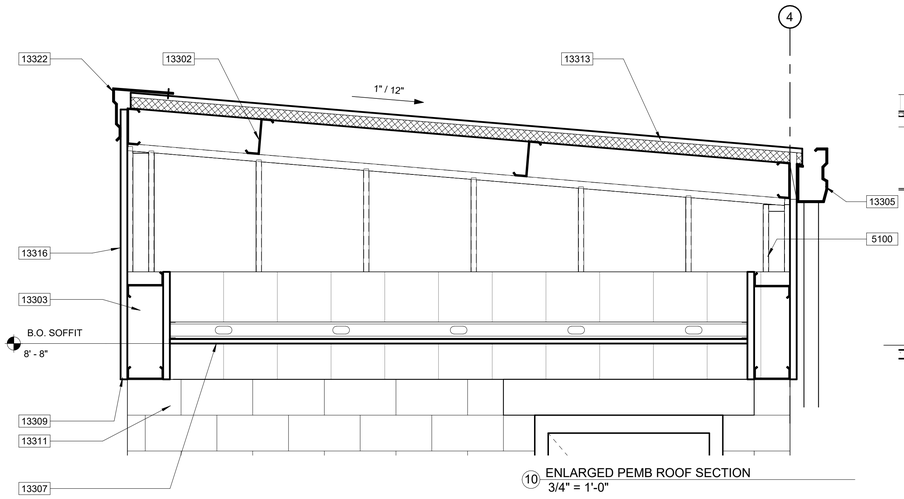
STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

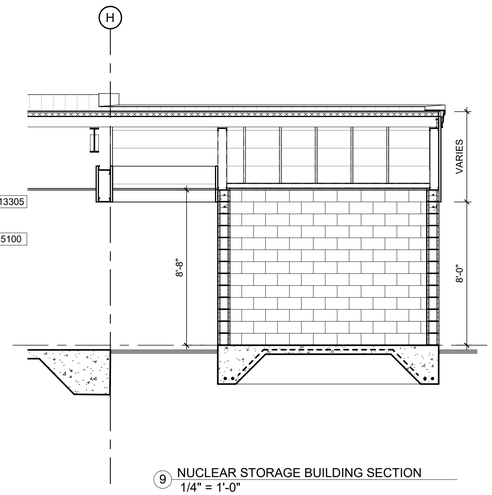
ENLARGED FLOOR PLAN AND ELEVATIONS

A-112E

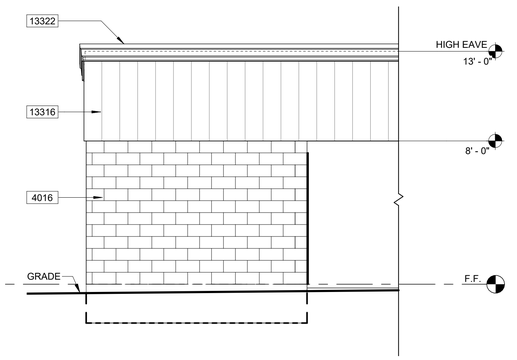
Autodesk Docs://2306 - Renovation to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V22.rvt
4/29/2025 3:30:30 PM



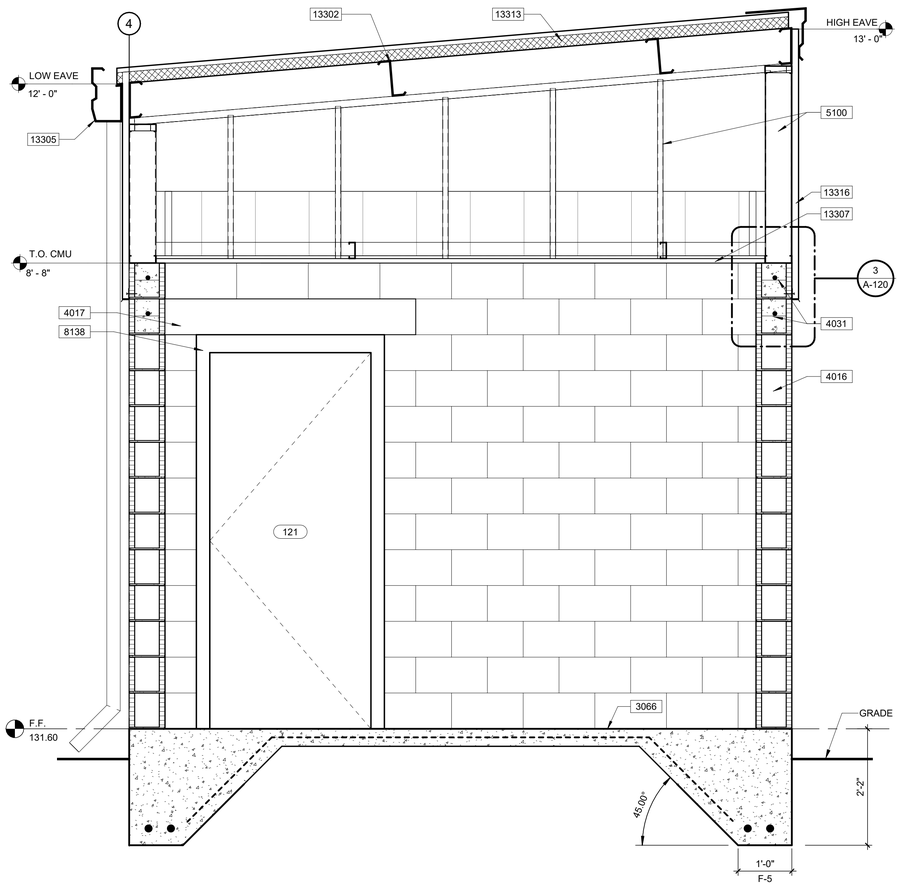
10 ENLARGED PEMB ROOF SECTION
3/4" = 1'-0"



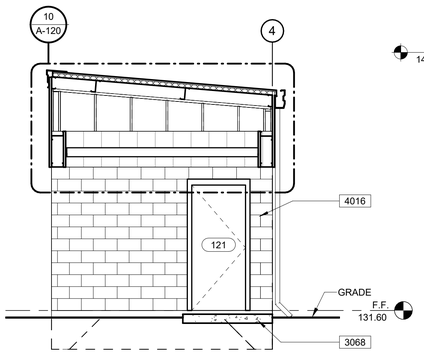
9 NUCLEAR STORAGE BUILDING SECTION
1/4" = 1'-0"



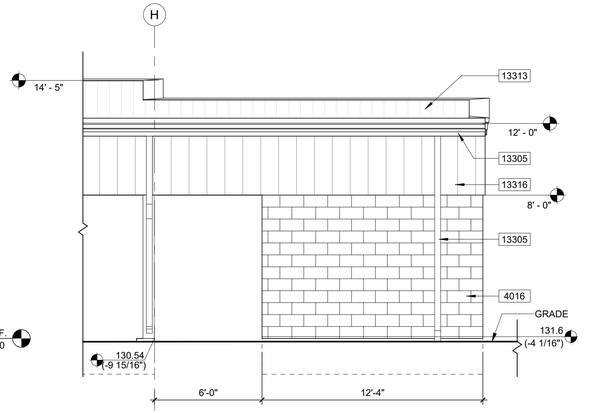
8 NUCLEAR STORAGE NORTH ELEVATION
1/4" = 1'-0"



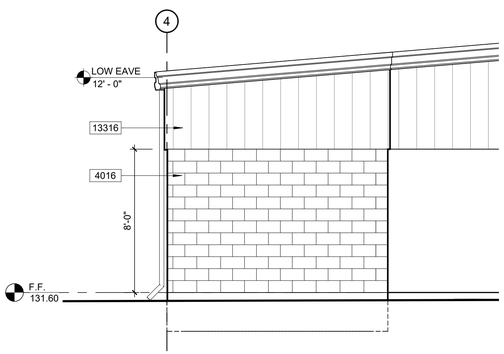
5 NUCLEAR STORAGE BUILDING SECTION
3/4" = 1'-0"



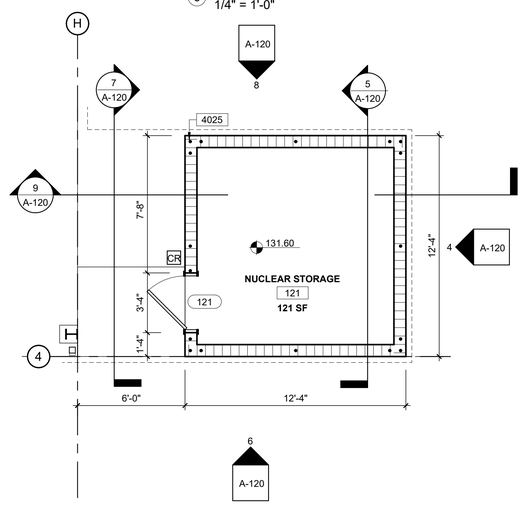
7 NUCLEAR STORAGE WEST ELEVATION
1/4" = 1'-0"



6 NUCLEAR STORAGE SOUTH ELEVATION
1/4" = 1'-0"

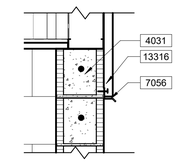


4 NUCLEAR STORAGE EAST ELEVATION
1/4" = 1'-0"

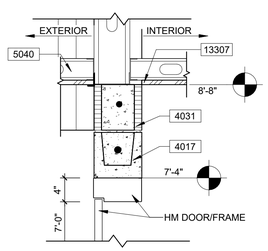


NORTH

NUCLEAR STORAGE ENLARGED FLOOR PLAN
1/4" = 1'-0"



3 DRIP EDGE DETAIL
1" = 1'-0"



2 DOOR HEAD DETAIL
1" = 1'-0"

KEYNOTES

3066	4 IN. THICK CONCRETE SLAB WITH THICKENED EDGES AND #5 REBAR.
3068	6IN CONCRETE SLAB ON GRADE REINFORCED WITH 6X6 W2.9XW2.9 WWF AND COMPACTED FILL.
4016	8X8X16 CMU WITH HORIZONTAL JOINT REINFORCING AT 16 IN. O.C.V. GROUTED SOLID. SEE ELEVATIONS AND DETAILS FOR FINISH.
4017	PRECAST CONC. LINTEL W/ #5 BAR AND CONC. (SEE STRUCTURAL)
4025	8X8x16 CMU W/ #5 BAR VERTICAL IN CONC. FILLED CELL FROM SLAB TO TOP OF KO BLOCK.
4031	8x8x16 KO BLOCK WITH #5 REBAR AND FILLED CONCRETE.
5040	INTERIOR METAL STUD FRAMING AT SOFFIT/ FASCIA BY SPECIALTY ENGINEER.
5100	3-5/8" STEEL STUD FRAMING @ 16" O.C.
7056	ALUMINUM DRIP EDGE WITH CONTIUOUS CLEAT ON ONE SIDE.
8138	HOLLOW METAL DOOR AND FRAME WITH 4" HEAD.
13302	"Z" PURLINS BY PEMB MANUFACTURER
13303	SIDEWALL GIRT BY PEMB MANUFACTURER
13305	GUTTER AND DOWNSPOUT BY PEMB MANUFACTURER
13307	METAL SOFFIT PANEL ON 3-5/8" METAL STUDS @ 5'-0" O.C. BRACE TO ROOF PURLIN W/ 2"X2"X1/4" ANGLE CENTER SPAN.
13309	DRIP TRIM BY PEMB MANUFACTURER
13311	PANEL TRIM BY PEMB MANUFACTURER
13313	INSULATED STANDING SEAM METAL ROOF PANEL BY PEMB MANUFACTURER
13316	AVP EXTERIOR METAL WALL PANEL BY PEMB MANUFACTURER
13322	METAL WALL FLASHING BY PEMB MANUFACTURER

STRAUGHN TROUT ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601

PH: (863) 665-6205
StraughnTrout.com

© CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE PROJECT. THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONSTRUCTION FIRM, DEVELOPMENT FIRM, PARTNERSHIP, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXTEND FOR THE LIFE OF THE AUTHOR FOR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.24-2-3-1--ET. SEQ. AND OTHER APPLICABLE LAWS. THE CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

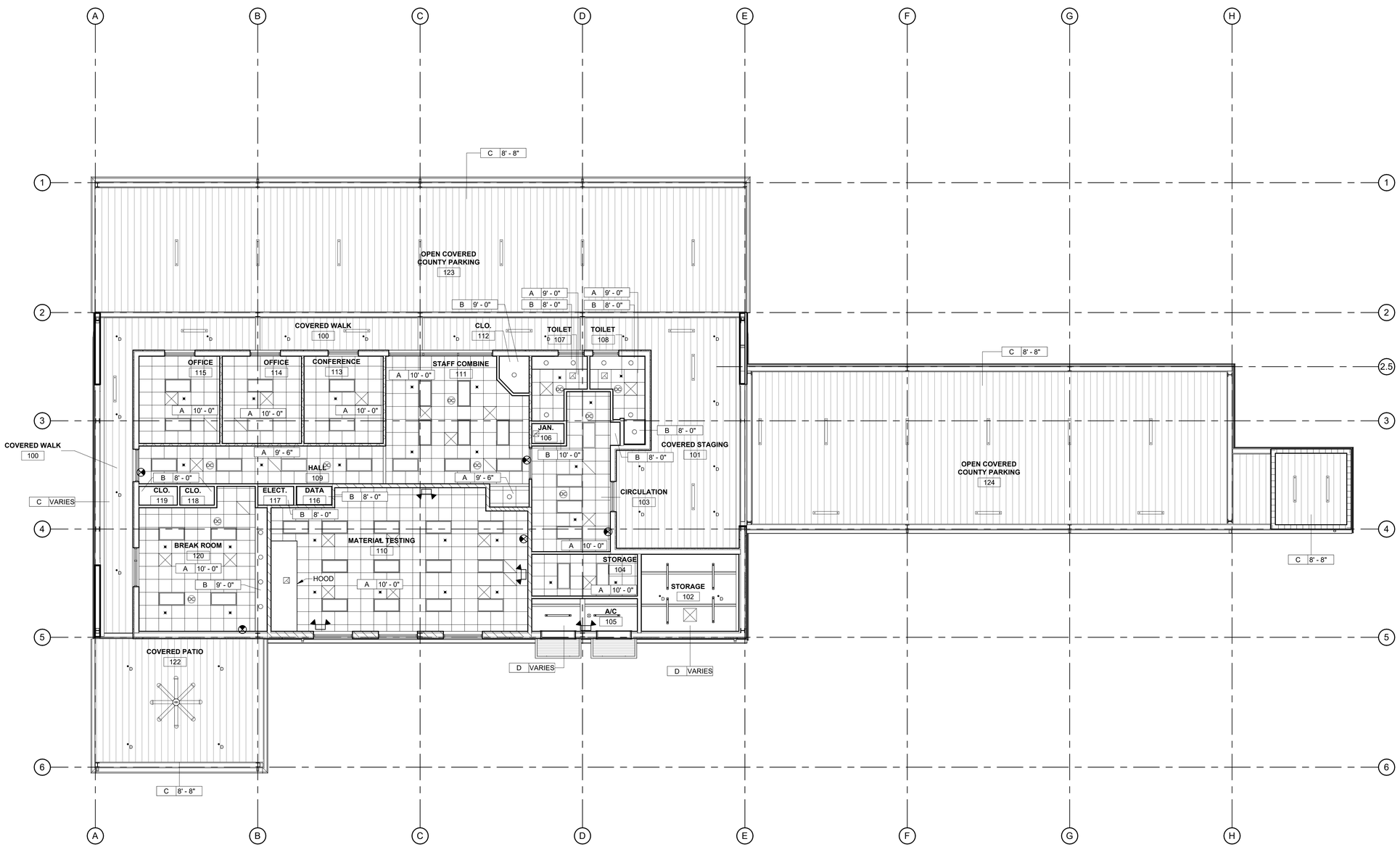
STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

ENLARGED NUCLEAR STORAGE DETAIL

A-120

Autodesk Docs://2306 - Renovation to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V24.rvt
4/25/2025 3:30:35 PM



NORTH

OVERALL REFLECTED CEILING PLAN
1/8" = 1'-0"

RCP LEGEND

CLG. TYPE — A | 0' - 0" — CLG. HGT.

A	SUSPENDED ACOUSTICAL CEILING TILE 24" X 24"
B	5/8" GYPSUM WALL BOARD
C	METAL SOFFIT PANEL
D	OPEN STRUCTURE ABOVE

REFLECTED CEILING PLAN SYMBOLS

- 9' - 0" — CEILING HEIGHT
- LED PANEL LIGHT FIXTURES (24"X24") & (24"X48")
- LINEAR PENDANT LIGHT FIXTURES
- EXIT SIGN
- AC RETURN
- AC SUPPLY
- RESTROOM EXHAUST FAN
- RECESSED FIRE SPRINKLER HEAD
- PENDANT FIRE SPRINKLER HEAD
- D — DRY TYPE FIRE SPRINKLER HEAD
- EMERGENCY LIGHTING
- OCCUPANY SENSOR

STRAUGHN TROUT ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601

PH: (863) 665-6205
StraughnTrout.com

© CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE AAR0002576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY, INDIVIDUAL, PARTNERSHIP, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXIST FROM THE DATE OF ITS CREATION FOR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 125 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.34-3-31-1 ET. SEQ. AND OTHER APPLICABLE LAWS. THE CONCEPTS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED AND COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

REFLECTED CEILING PLAN

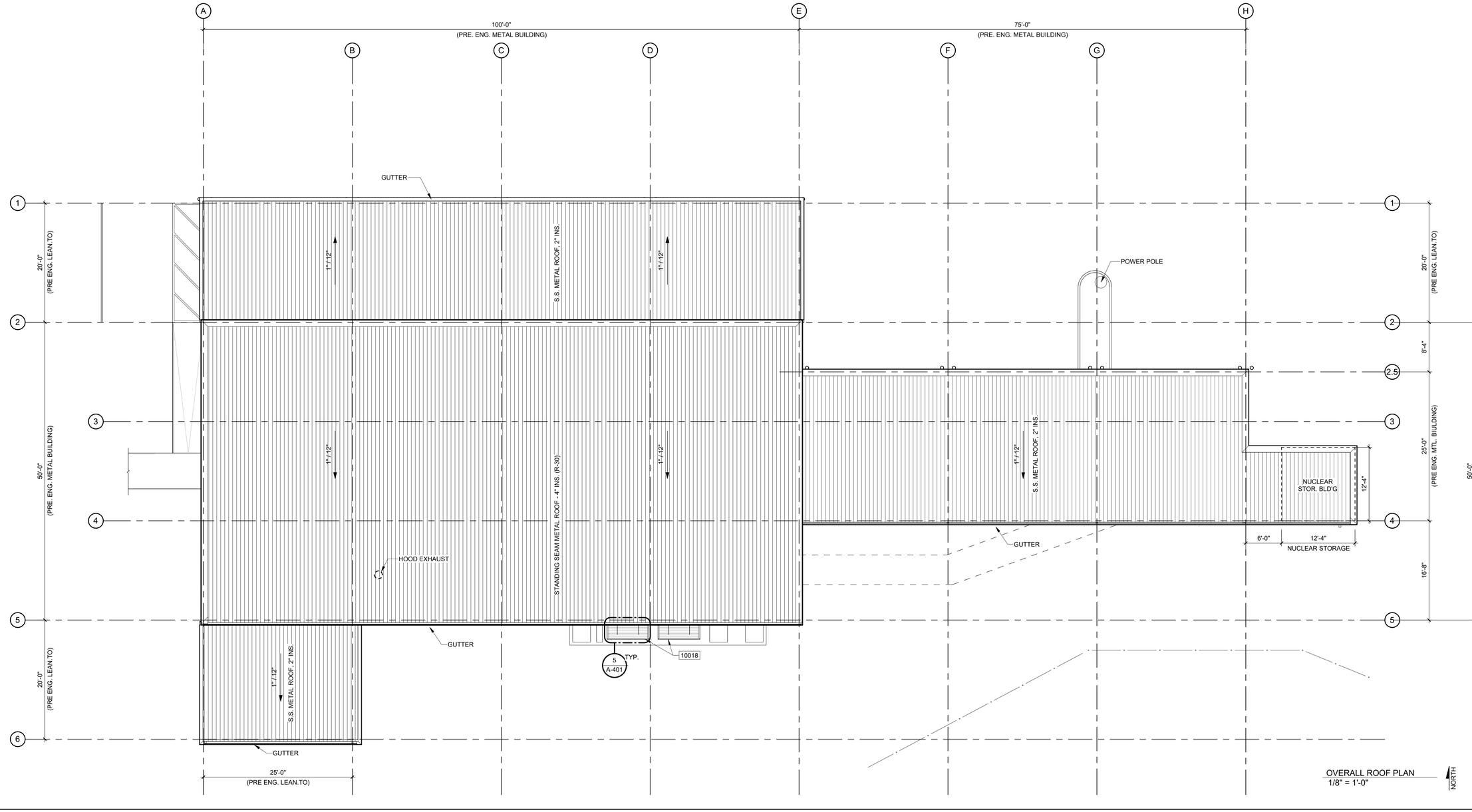
A-201

Autodesk Docs://2306 - Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V22.rvt
4/25/2025 3:30:39 PM

GENERAL NOTES

KEYNOTES

10018 PREFINISHED ALUMINUM CANOPY FASCIA - 8 IN. HIGH - TYPICAL. COLOR AS SELECTED.



OVERALL ROOF PLAN
1/8" = 1'-0"

NORTH

4/25/2025 3:39:40 PM
Architect Files\2306 - Renovations to Road & Drainage Inspection and Test Bldg\2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V22.rvt

STRAUGHN TROUT
ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601

PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY, INDIVIDUAL, PARTNERSHIP, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT STA'S WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXIST FOR THE LIFE OF THE AUTHOR OR 50 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $100,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.34-3-31-1 ET. SEQ. AND OTHER APPLICABLE LAWS. THE ARCHITECTURAL WORKS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

262

INSPECTION AND TESTING BUILDING
FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

ROOF PLAN

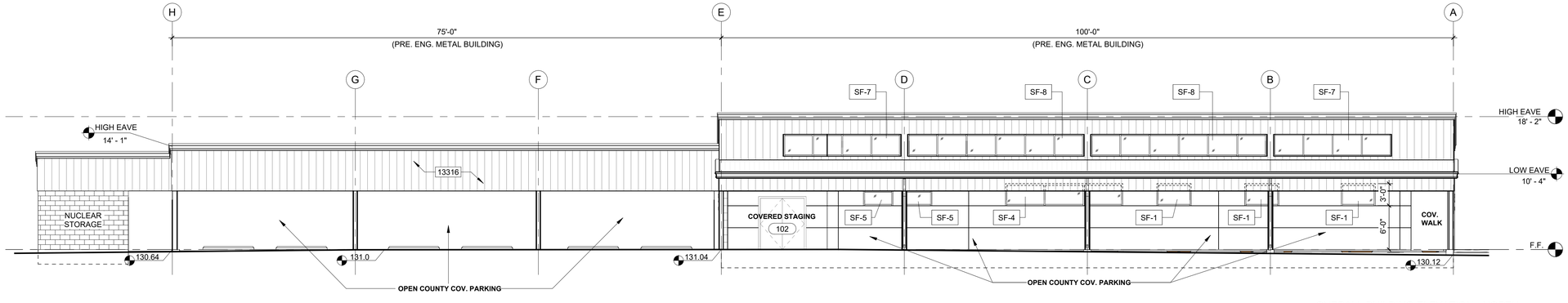
A-301

GENERAL NOTES

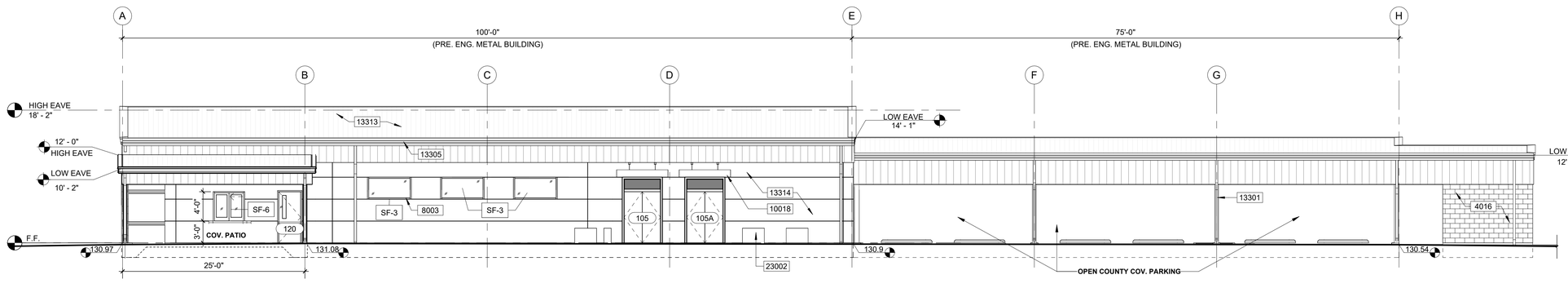
PEMB = PRE-ENGINEERED METAL BLD'G

KEYNOTES

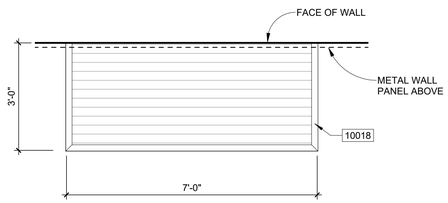
4016	8X8X16 CMU WITH HORIZONTAL JOINT REINFORCING AT 16 IN. O.C.V. GROUTED SOLID. SEE ELEVATIONS AND DETAILS FOR FINISH.
8003	ALUMINUM STOREFRONT FRAMED OPENING WITH 1" INSUL. GLASS.
10018	PREFINISHED ALUMINUM CANOPY FASCIA - 8 IN. HIGH - TYPICAL. COLOR AS SELECTED.
13301	METAL BUILDING FRAME BY PEMB MANUFACTURER
13305	GUTTER AND DOWNSPOUT BY PEMB MANUFACTURER
13313	INSULATED STANDING SEAM METAL ROOF PANEL BY PEMB MANUFACTURER
13314	EXTERIOR INSULATED METAL WALL PANEL BY PEMB MANUFACTURER
13316	AVP EXTERIOR METAL WALL PANEL BY PEMB MANUFACTURER
23002	HVAC CONDENSING UNIT SET ON CONCRETE SLAB.



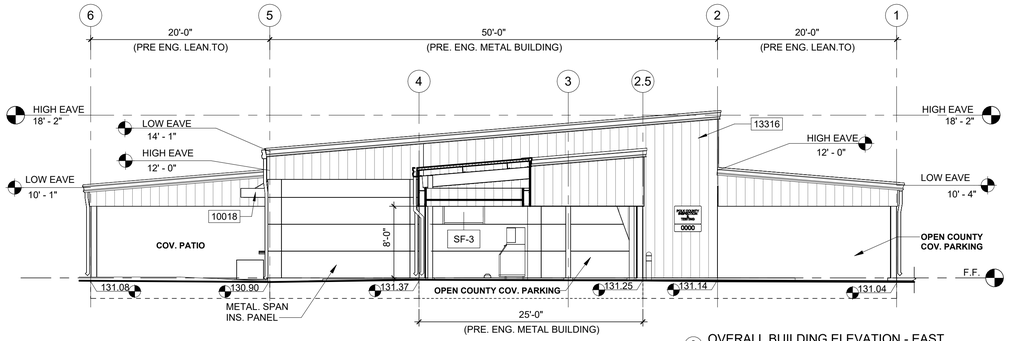
1 OVERALL BUILDING ELEVATION - NORTH
1/8" = 1'-0"



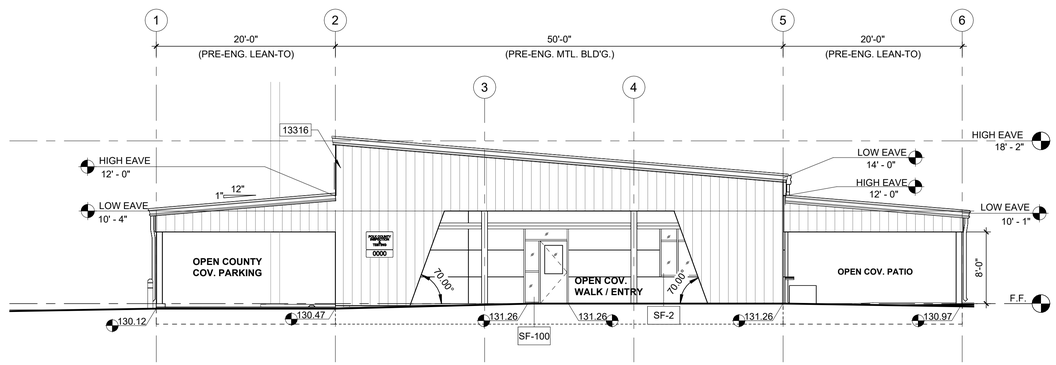
2 OVERALL BUILDING ELEVATION - SOUTH
1/8" = 1'-0"



5 DOOR CANOPY PLAN (TYP.)
1/2" = 1'-0"



3 OVERALL BUILDING ELEVATION - EAST
1/8" = 1'-0"



4 OVERALL BUILDING ELEVATION - WEST
1/8" = 1'-0"

STRAUGHN TROUT
ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE SOLELY WITH RESPECT TO THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED BY STA FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONSTRUCTION FIRM, DEVELOPER, OWNER, OR ANY OTHER FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXTEND FOR THE ENTIRE TERM OF 95 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.24-2-3-1--ET. SEQ. AND OTHER APPLICABLE LAWS. THE ARCHITECTURAL WORKS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

EXTERIOR ELEVATIONS

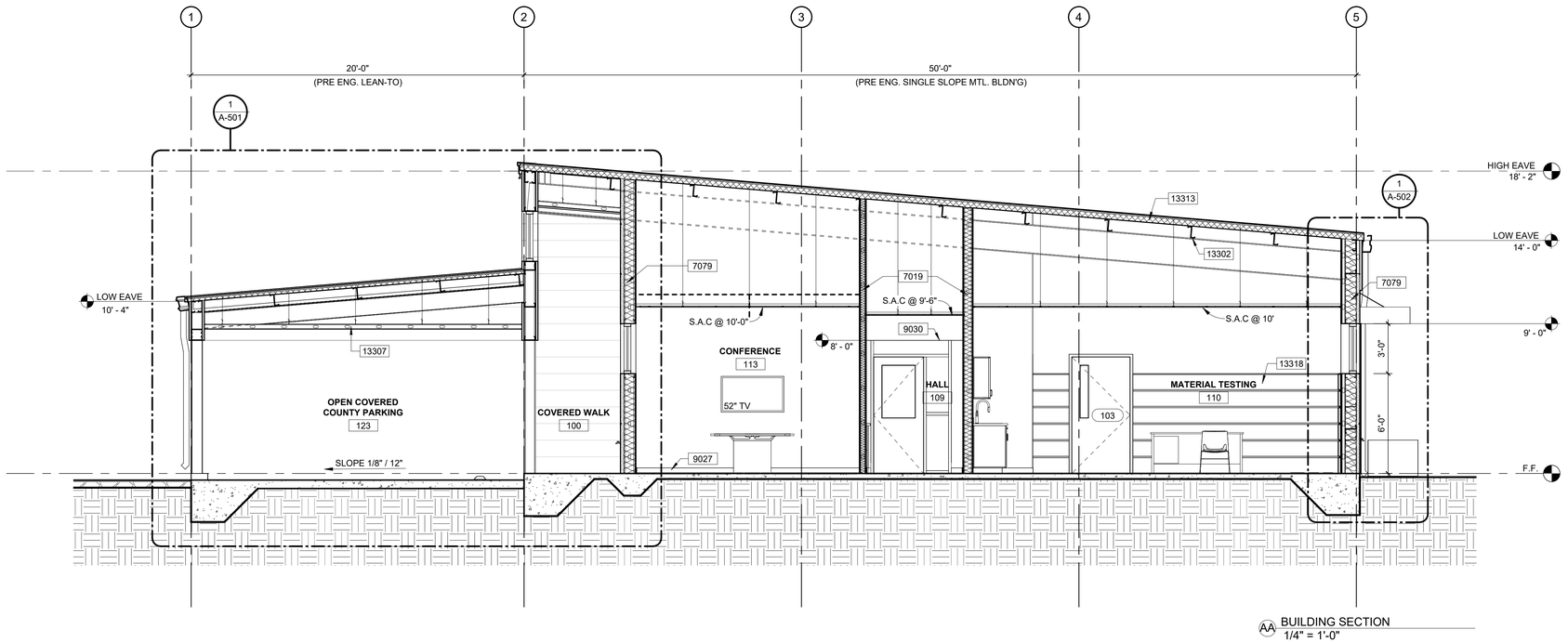
A-401

4/25/2025 3:30:47 PM
Architects Docs\2306_Renovations to Road & Drainage Inspection and Test Bldg\2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V24

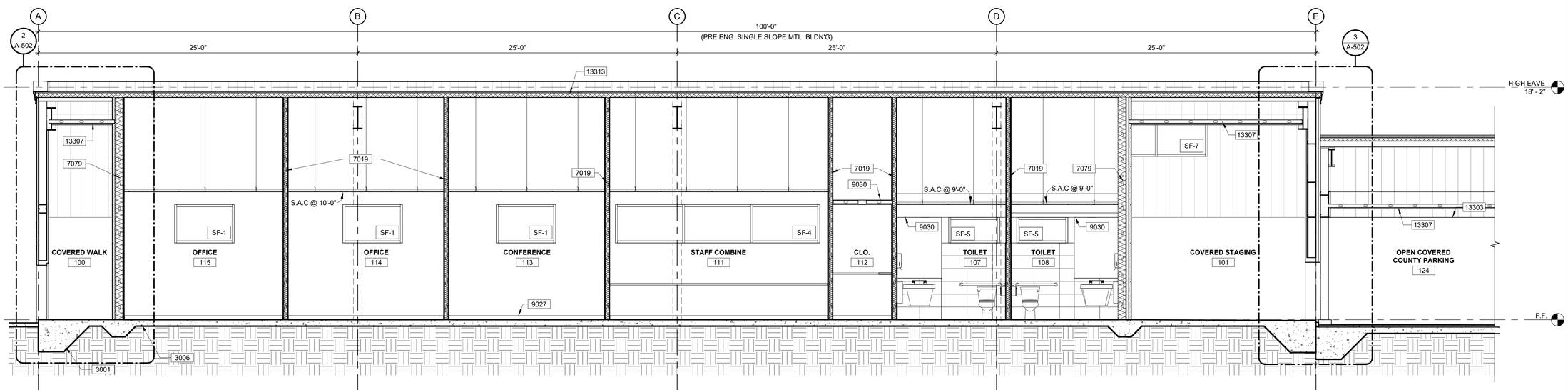
GENERAL NOTES

KEYNOTES

3001	CONCRETE FOOTING, SEE STRUCTURAL DRAWINGS - TYPICAL.
3006	4 IN. CONCRETE SLAB REINFORCED WITH 6X6-W1.4 X W1.4 WWF OVER WELL COMPACTED SUB-GRADE. THICKEN EXPOSED EDGE TO 6 IN. X 6 IN. (OR AS NOTED) AND REINFORCE WITH 1-#5 CONTINUOUS - TYPICAL. PROVIDE COLD CONSTRUCTION JOINTS (CJ) AND TOOLED JOINTS (TJ) AS SHOWN.
7019	SOUND BATT INSULATION SIZED TO MATCH STUD CAVITY - TYPICAL.
7079	BATT INSULATION INSTALLED TO FILL WALL STUD CAVITY - TYPICAL.
9027	RUBBER BASE WITH PAINTED GYPSUM DRYWALL ABOVE TO LIMITS INDICATED.
9030	5/8 IN. GYPSUM SHEATHING SOFFIT OVER 3 5/8 IN. X 20 GAUGE METAL STUDS AT 16 IN. O.C. FRAMED TO SHAPES AS DETAILED.
13302	"Z" PURLINS BY PEMB MANUFACTURER
13303	SIDEWALL GIRT BY PEMB MANUFACTURER
13307	METAL SOFFIT PANEL ON 3-5/8" METAL STUDS @ 5'-0" O.C. BRACE TO ROOF PURLIN W/ 2"X2"X1/4" ANGLE CENTER SPAN.
13313	INSULATED STANDING SEAM METAL ROOF PANEL BY PEMB MANUFACTURER
13318	INTERIOR METAL WALL PANEL BY PEMB MANUFACTURER



AA BUILDING SECTION
1/4" = 1'-0"



BB BUILDING SECTION
1/4" = 1'-0"

STRAUGHN TROUT
ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE SOLELY WITH RESPECT TO THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED BY STA FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CORPORATION, OR OTHER ENTITY OTHER THAN THE PERSON OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXIST FOR THE LIFE OF THE AUTHOR OR 50 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 125 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $100,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.34-3-31-1 ET. SEQ. AND OTHER APPLICABLE LAWS. THE IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

BUILDING SECTIONS

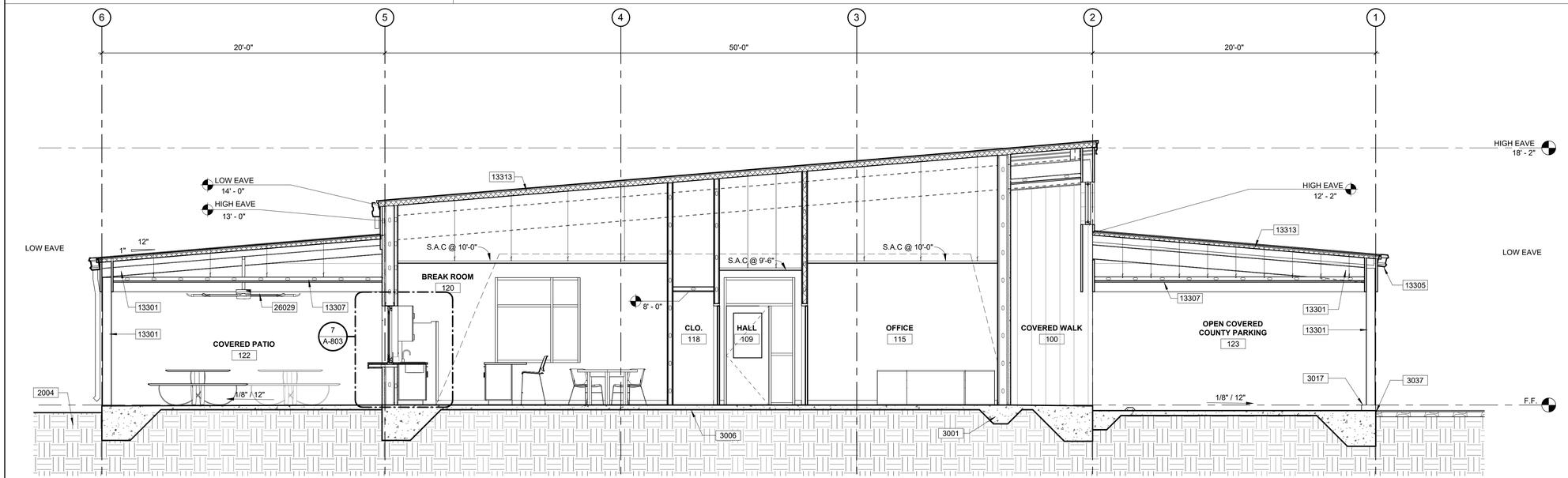
A-410

Autodesk Docs://2306 - Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V22.rvt
4/25/2025 3:30:53 PM

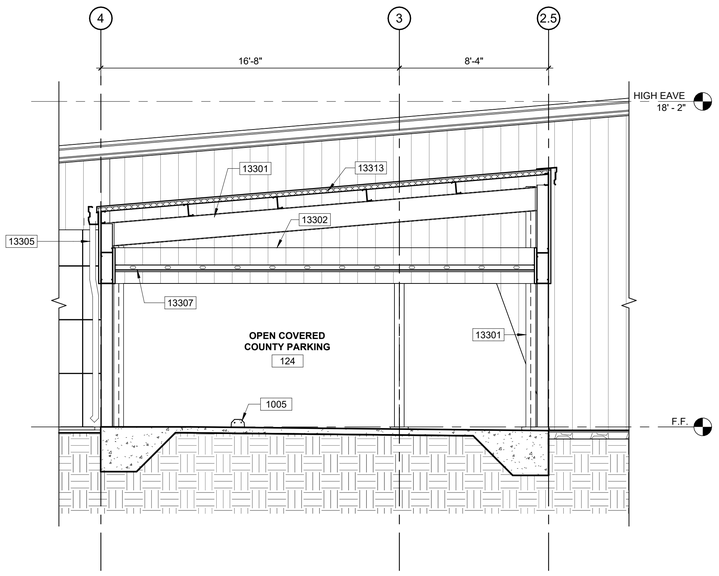
GENERAL NOTES

KEYNOTES

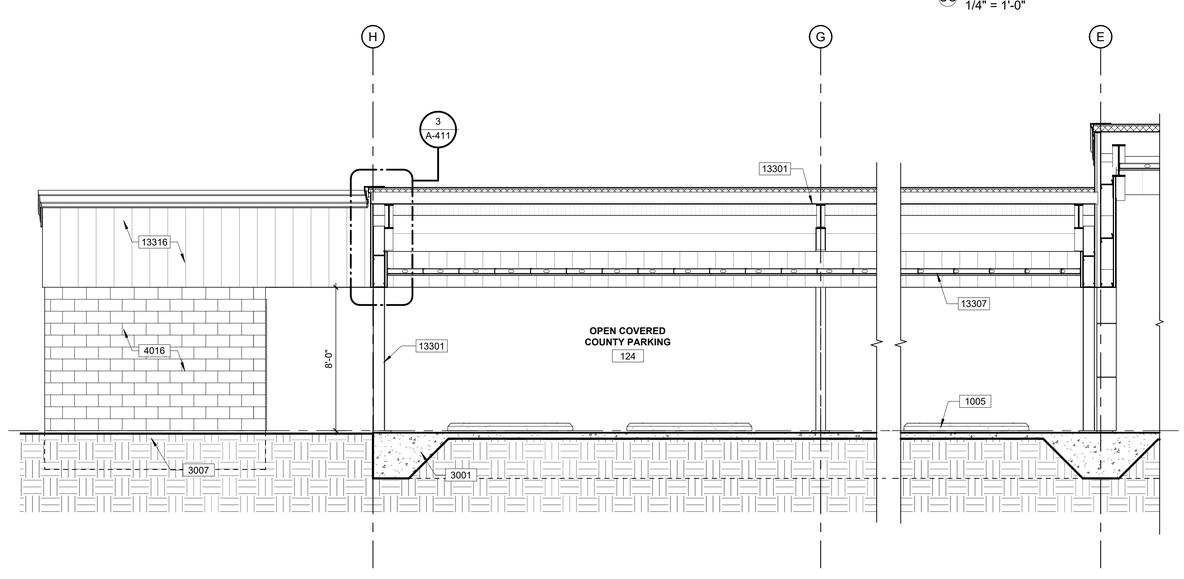
1005	WHEEL STOP. SEE CIVIL.
2004	FINISHED GRADE.
3001	CONCRETE FOOTING, SEE STRUCTURAL DRAWINGS - TYPICAL.
3006	4 IN. CONCRETE SLAB REINFORCED WITH 6X6-W1.4 X W1.4 WWF OVER WELL COMPACTED SUB-GRADE. THICKEN EXPOSED EDGE TO 6 IN. X 6 IN. (OR AS NOTED) AND REINFORCE WITH 1-#5 CONTINUOUS - TYPICAL. PROVIDE COLD CONSTRUCTION JOINTS (CJ) AND TOOLED JOINTS (TJ) AS SHOWN.
3007	6 IN. CONCRETE WALK SLAB REINFORCED WITH 6X6-W1.4 X W1.4 WWF OVER WELL COMPACTED SUB-GRADE. PROVIDE COLD CONSTRUCTION JOINTS (CJ) AT MAXIMUM 30 FT. O.C. AND AS SHOWN; AND TOOLED JOINTS (TJ) AT 6 FT. O.C. (MAXIMUM) OR AS SHOWN. FINISH AS SCHEDULED.
3017	MONOLITHIC CONCRETE SLAB / FOUNDATION AS REQUIRED BY SPECIALTY ENGINEER.
3037	SLOPED CONCRETE WALK/ TRANSITION DOWN TO ASPHALT PAVEMENT. CONSTRUCT WALK AS -3007-.
4016	8X8X16 CMU WITH HORIZONTAL JOINT REINFORCING AT 16 IN. O.C.V. GROUTED SOLID. SEE ELEVATIONS AND DETAILS FOR FINISH.
13301	METAL BUILDING FRAME BY PEMB MANUFACTURER
13302	"Z" PURLINS BY PEMB MANUFACTURER
13303	SIDEWALL GIRT BY PEMB MANUFACTURER
13304	METAL RAKE TRIM BY PEMB MANUFACTURER
13305	GUTTER AND DOWNSPOUT BY PEMB MANUFACTURER
13307	METAL SOFFIT PANEL ON 3-5/8" METAL STUDS @ 5'-0" 0.C. BRACE TO ROOF PURLIN W/ 2"X2"X1/4" ANGLE CENTER SPAN.
13313	INSULATED STANDING SEAM METAL ROOF PANEL BY PEMB MANUFACTURER
13316	AVP EXTERIOR METAL WALL PANEL BY PEMB MANUFACTURER
26029	CEILING MOUNTED FAN. SEE FIXTURE SCHEDULE.



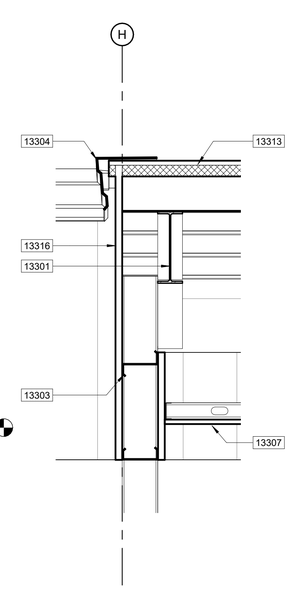
1 COVERED PARKING SECTION
1/4" = 1'-0"



CC BUILDING SECTION
1/4" = 1'-0"



2 COVERED PARKING SECTION
1/4" = 1'-0"



3 ENLARGED WALL DETAIL
3/4" = 1'-0"

STRAUGHN TROUT
ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA. ALL RIGHTS IN THE CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED, DEVELOPED AND OBTAINED AT SIGNIFICANT TIME AND EXPENSE. THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CORPORATION OR ENTITY FOR ANY PURPOSE WHATSOEVER, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXIST FOR THE LIFE OF THE AUTHOR OR 50 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.24-2-3-1--ET SEQ. AND OTHER APPLICABLE LAWS. THE IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

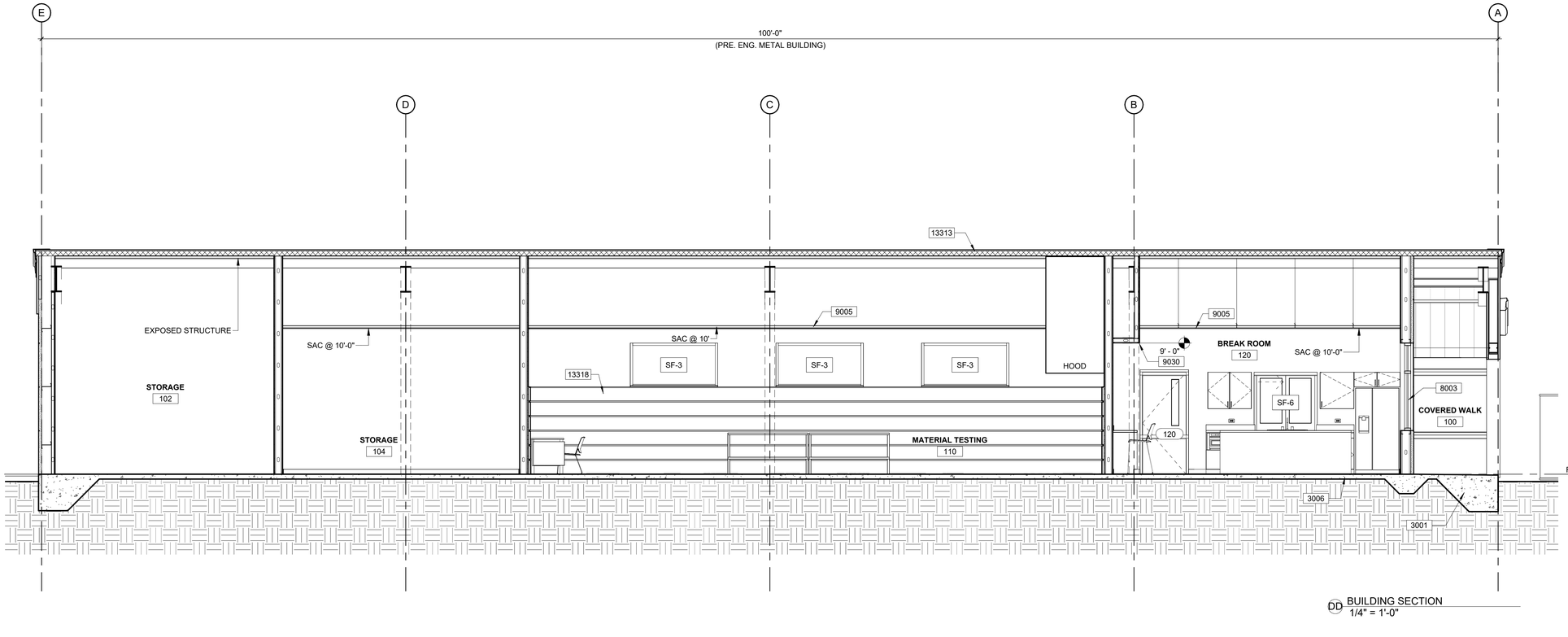
STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

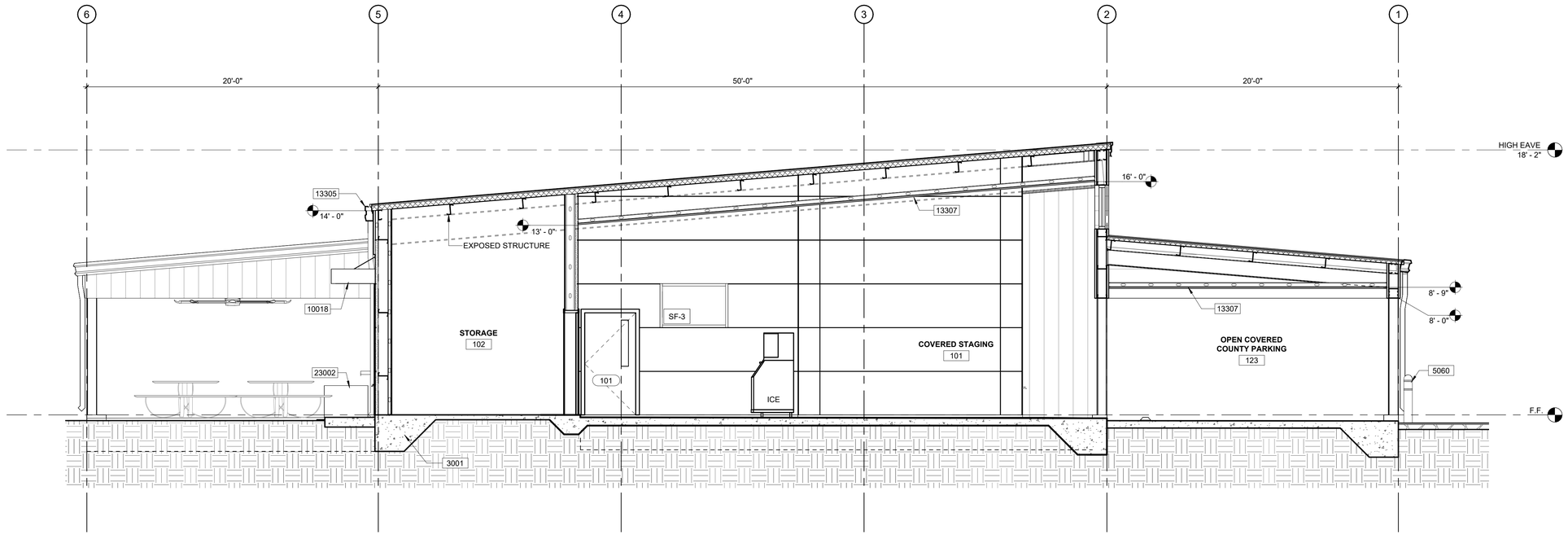
BUILDING SECTIONS

A-411

Architect Date: FORM - Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V2023.rvt
4/25/2025 3:30:56 PM



DD BUILDING SECTION
1/4" = 1'-0"



EE BUILDING SECTION
1/4" = 1'-0"

GENERAL NOTES

KEYNOTES

3001	CONCRETE FOOTING, SEE STRUCTURAL DRAWINGS - TYPICAL.
3006	4 IN. CONCRETE SLAB REINFORCED WITH 6X6-W1.4 X W1.4 WWF OVER WELL COMPACTED SUB-GRADE. THICKEN EXPOSED EDGE TO 6 IN. X 6 IN. (OR AS NOTED) AND REINFORCE WITH 1-#5 CONTINUOUS - TYPICAL. PROVIDE COLD CONSTRUCTION JOINTS (CJ) AND TOOLED JOINTS (TJ) AS SHOWN.
5060	BOLLARD: 6 IN. STEEL PIPE SET IN CONCRETE FOOTING AND GROUTED SOLID, SET TOP 48 IN. ABOVE FINISHED GRADE. COVER WITH LDPE BOLLARD SLEEVE. SECURE WITH 2 SET SCREWS COLOR AS SELECTED.
8003	ALUMINUM STOREFRONT FRAMED OPENING WITH 1" INSUL. GLASS.
9005	SUSPENDED ACOUSTICAL CEILING - WITH ACOUSTICAL TILE AS SPECIFIED / SCHEDULED.
9030	5/8 IN. GYPSUM SHEATHING SOFFIT OVER 3 5/8 IN. X 20 GAUGE METAL STUDS AT 16 IN. O.C. FRAMED TO SHAPES AS DETAILED.
10018	PREFINISHED ALUMINUM CANOPY FASCIA - 8 IN. HIGH - TYPICAL. COLOR AS SELECTED.
13305	GUTTER AND DOWNSPOUT BY PEMB MANUFACTURER.
13307	METAL SOFFIT PANEL ON 3-5/8" METAL STUDS @ 5'-0" O.C. BRACE TO ROOF PURLIN W/ 2"X2"X1/4" ANGLE CENTER SPAN.
13313	INSULATED STANDING SEAM METAL ROOF PANEL BY PEMB MANUFACTURER
13318	INTERIOR METAL WALL PANEL BY PEMB MANUFACTURER
23002	HVAC CONDENSING UNIT SET ON CONCRETE SLAB.

STRAUGHN TROUT ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601

PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE AA0despite

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE SOLELY WITH RESPECT TO THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED BY STA FOR USE SOLELY WITH RESPECT TO THE DRAWINGS. THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CORPORATION OR ENTITY FOR ANY PURPOSE WHATSOEVER BY ANY FIRM, CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL PROTECTION SHALL BE AFFORDED TO SUCH WORKS REGARDLESS OF THE MEDIUM IN WHICH THEY ARE EXPRESSED AND SHALL EXIST FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.24-2-3-11-1 ET. SEQ. AND OTHER APPLICABLE LAWS. THE ARCHITECTURAL WORKS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING
FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

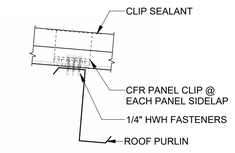
STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

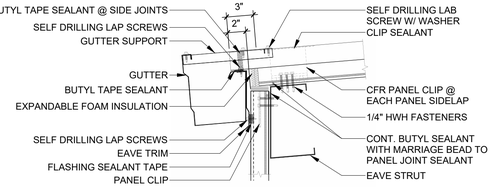
BUILDING SECTIONS

A-412

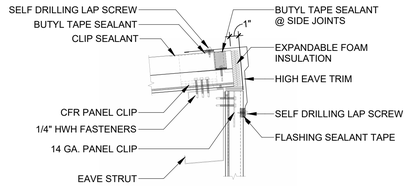
4/25/2025 3:31:01 PM
Autodesk Docs://2306_Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BUILDING_ARCH_2025.rvt



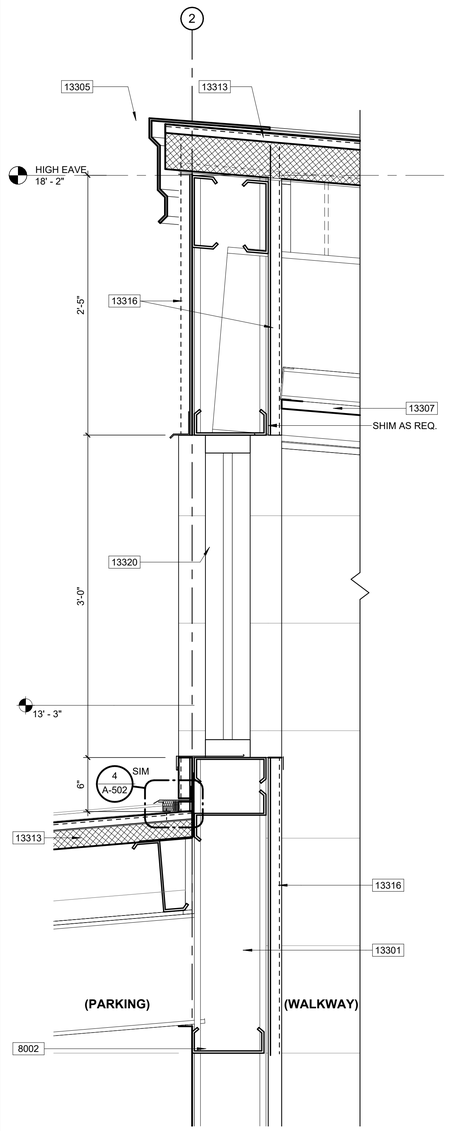
5 ROOF PURLIN DETAIL
1 1/2" = 1'-0"



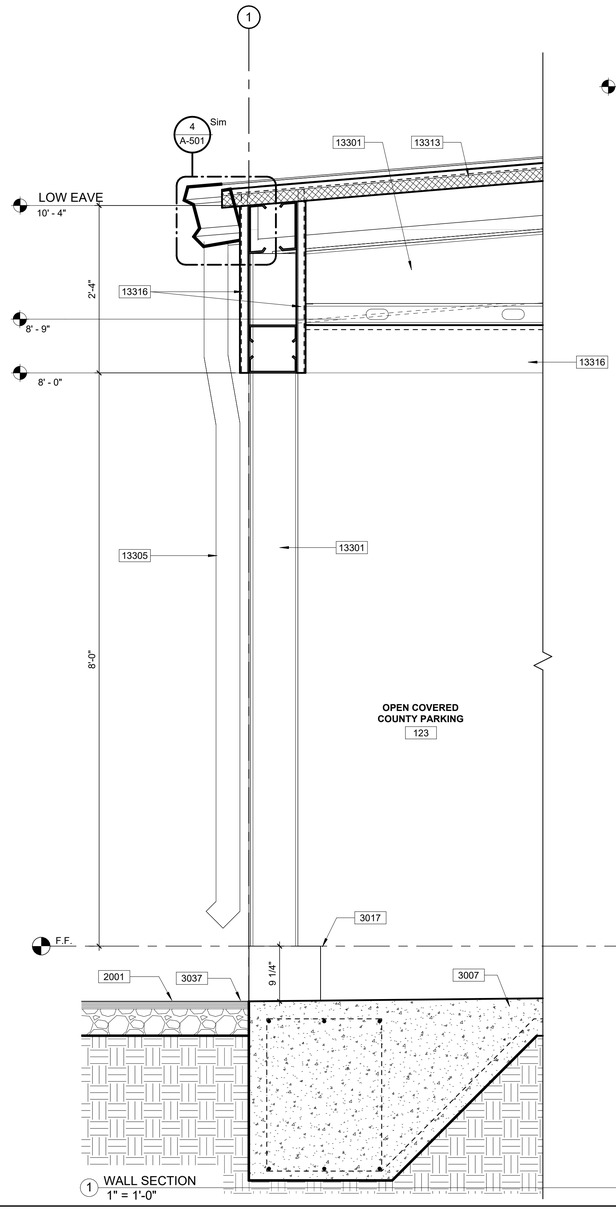
4 EAVE DETAIL WITH GUTTER
1 1/2" = 1'-0"



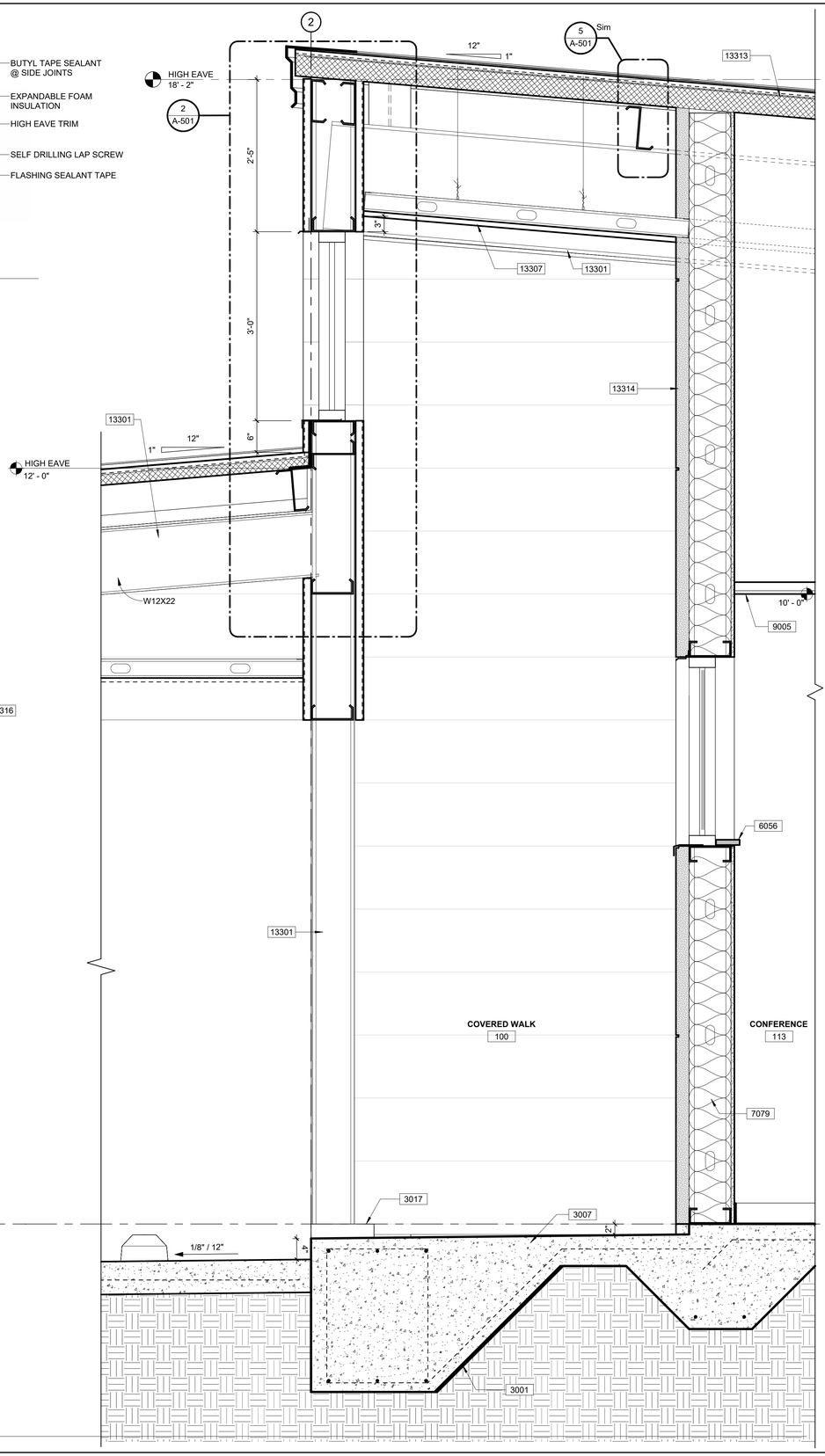
3 HIGH EAVE DETAIL
1 1/2" = 1'-0"



2 CLERSTORY WALL DETAIL
1 1/2" = 1'-0"



1 WALL SECTION
1" = 1'-0"



GENERAL NOTES

KEYNOTES

2001	ASPHALT PAVING. SEE CIVIL DRAWINGS.
3001	CONCRETE FOOTING, SEE STRUCTURAL DRAWINGS - TYPICAL.
3007	6 IN. CONCRETE WALK SLAB REINFORCED WITH 6X6-W1.4 X W1.4 WWF OVER WELL COMPACTED SUB-GRADE. PROVIDE COLD CONSTRUCTION JOINTS (CJ) AT MAXIMUM 30 FT. O.C. AND AS SHOWN; AND TOOLED JOINTS (TJ) AT 6 FT. O.C. (MAXIMUM) OR AS SHOWN. FINISH AS SCHEDULED.
3017	MONOLITHIC CONCRETE SLAB / FOUNDATION AS REQUIRED BY SPECIALTY ENGINEER.
3037	SLOPED CONCRETE WALK/ TRANSITION DOWN TO ASPHALT PAVEMENT. CONSTRUCT WALK AS -3007-.
6056	WINDOW SILL, SOLID SURFACE AS SPECIFIED, TYP.
7079	BATT INSULATION INSTALLED TO FILL WALL STUD CAVITY - TYPICAL.
8002	ALUMINUM STOREFRONT WITH FIXED GLASS.
9005	SUSPENDED ACOUSTICAL CEILING - WITH ACOUSTICAL TILE AS SPECIFIED / SCHEDULED.
13301	METAL BUILDING FRAME BY PEMB MANUFACTURER
13305	GUTTER AND DOWNSPOUT BY PEMB MANUFACTURER
13307	METAL SOFFIT PANEL ON 3-5/8" METAL STUDS @ 5'-0" O.C. BRACE TO ROOF PURLIN W/ 2"X2"X1/4" ANGLE CENTER SPAN.
13313	INSULATED STANDING SEAM METAL ROOF PANEL BY PEMB MANUFACTURER
13314	EXTERIOR INSULATED METAL WALL PANEL BY PEMB MANUFACTURER
13316	AVP EXTERIOR METAL WALL PANEL BY PEMB MANUFACTURER
13320	EAVE STRUT BY PEMB MANUFACTURER

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3801
PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND ARE THE PROPERTY OF STA AND WERE PREPARED FOR USE ON THE DRAWING, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE PREPARED FOR USE ON THE DRAWING, AND PLANS. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CORPORATION OR ENTITY FOR ANY PURPOSE WHATSOEVER BY ANY FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC.
PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXIST FOR THE LIFE OF THE AUTHOR OR 50 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 125 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF 1C-24.2-31-1 ET. SEQ. AND OTHER APPLICABLE LAWS. THE CONCEPTS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

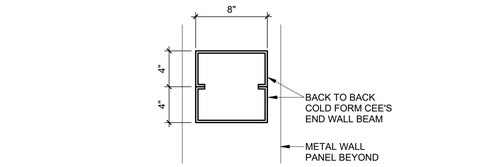
STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

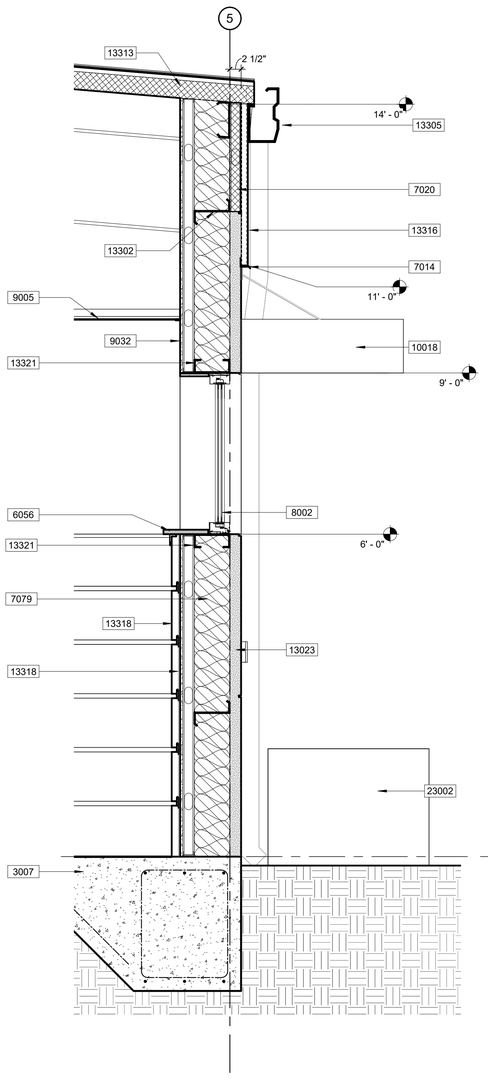
WALL SECTIONS

A-501

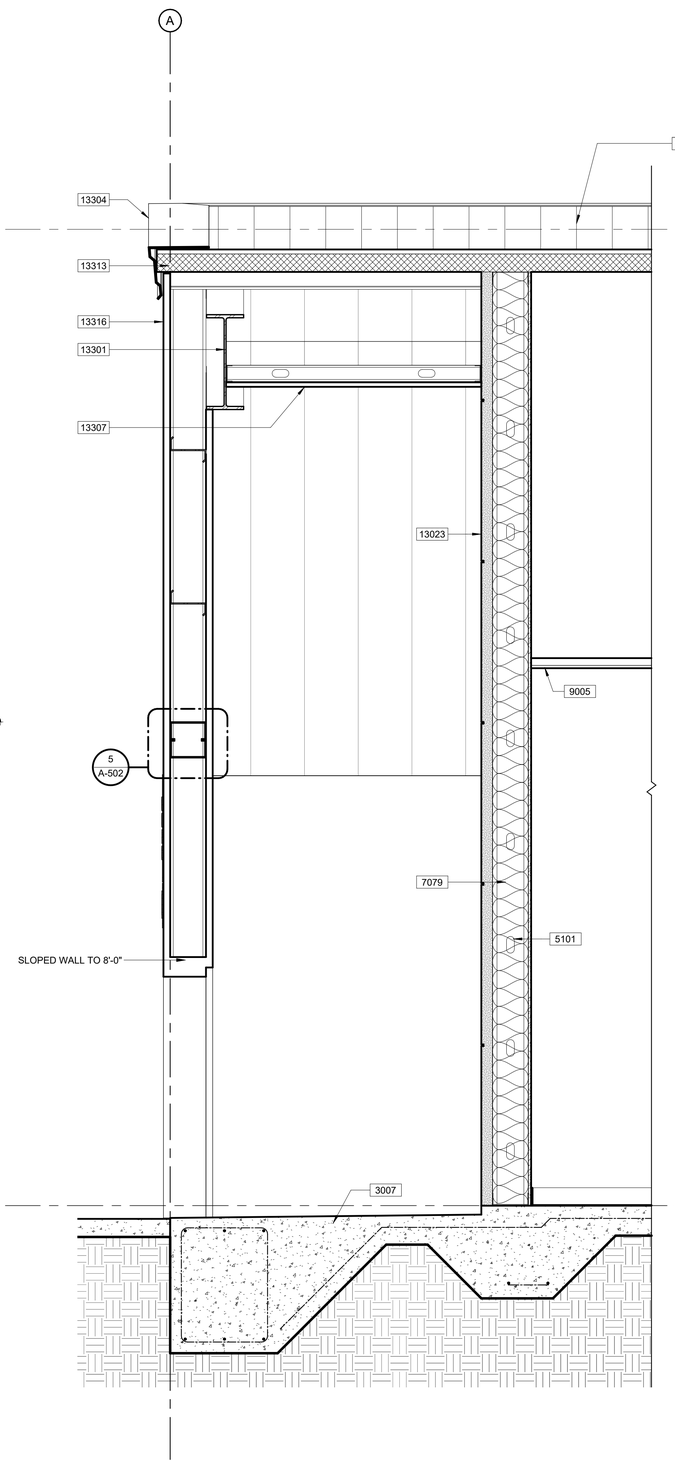
Architect Date:/2306_Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V22.rvt
4/25/2025 3:31:11 PM



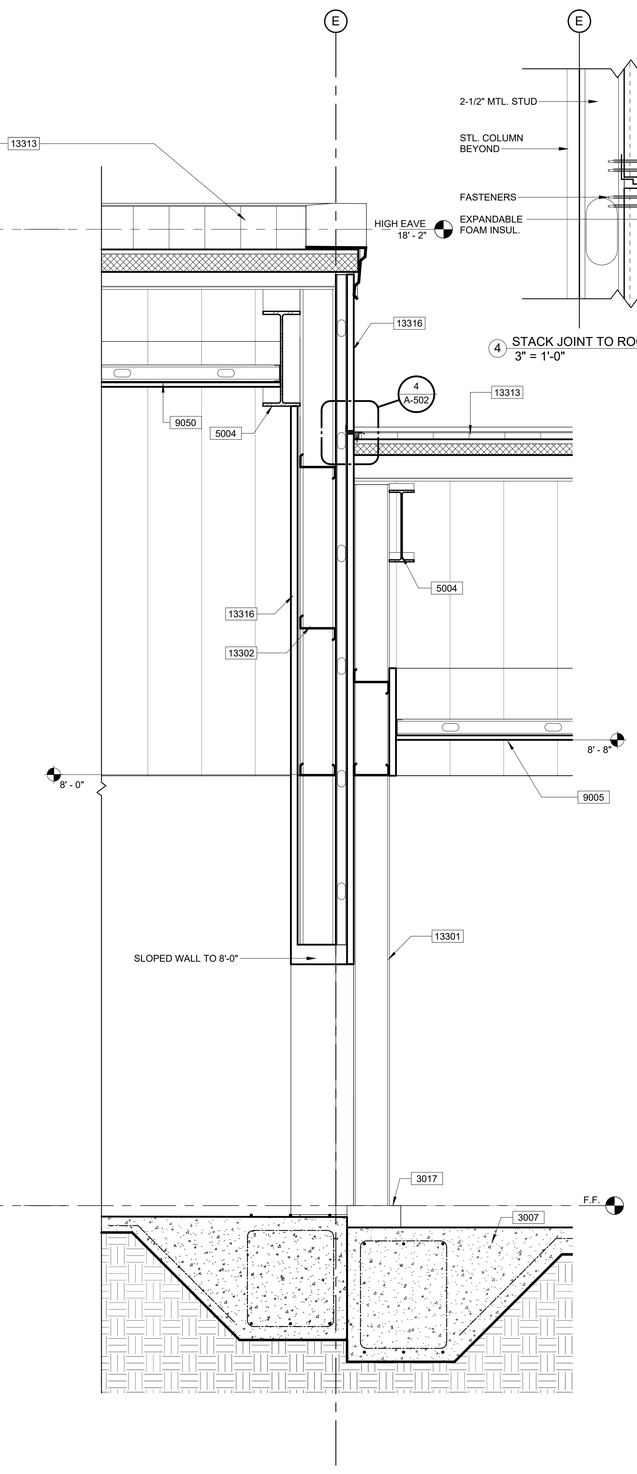
5 ENDWALL BEAM
1 1/2" = 1'-0"



1 WALL SECTION
3/4" = 1'-0"



2 ENLARGED WALL DETAIL
3/4" = 1'-0"



3 ENLARGED WALL DETAIL
3/4" = 1'-0"

4 STACK JOINT TO ROOF RAKE TRANSITION
3" = 1'-0"

GENERAL NOTES

1. SEAL ALL PENETRATIONS TO ENSURE VAPOR BARRIER CONTINUITY AT ALL EXTERIOR INSULATED PANEL.

KEYNOTES

3007	6 IN. CONCRETE WALK SLAB REINFORCED WITH 6X6-W1.4 X W1.4 WWF OVER WELL COMPACTED SUB-GRADE. PROVIDE COLD CONSTRUCTION JOINTS (CJ) AT MAXIMUM 30 FT. O.C. AND AS SHOWN; AND TOOLED JOINTS (TJ) AT 6 FT. O.C. (MAXIMUM) OR AS SHOWN. FINISH AS SCHEDULED.
3017	MONOLITHIC CONCRETE SLAB / FOUNDATION AS REQUIRED BY SPECIALTY ENGINEER.
5004	STRUCTURAL STEEL FRAMING, SEE STRUCTURAL DRAWINGS.
5101	6" STEEL STUD FRAMING @ 16" O.C.
6056	WINDOW SILL, SOLID SURFACE AS SPECIFIED, TYP.
7014	PREFINISHED METAL DRIP EDGE TYPICAL OVER CONT. CLEAT.
7020	1 1/2 IN. RIGID INSULATION BOARD; TYPICAL UNLESS NOTED OTHERWISE.
7079	BATT INSULATION INSTALLED TO FILL WALL STUD CAVITY - TYPICAL.
8002	ALUMINUM STOREFRONT WITH FIXED GLASS.
9005	SUSPENDED ACOUSTICAL CEILING - WITH ACOUSTICAL TILE AS SPECIFIED / SCHEDULED.
9032	5/8 IN. GYPSUM SHEATHING - TYPICAL.
9050	5/8 IN GYPSUM SHEATHING OVER SUSPENDED GALV METAL FRAMING SYSTEM HUNG FROM ROOF STRUCTURE.
10018	PREFINISHED ALUMINUM CANOPY FASCIA - 8 IN. HIGH - TYPICAL. COLOR AS SELECTED.
13023	METL-SPAN, TUFF COTE, LIGHT STONE INSULATED METAL PANEL
13301	METAL BUILDING FRAME BY PEMB MANUFACTURER
13302	"Z" PURLINS BY PEMB MANUFACTURER
13304	METAL RAKE TRIM BY PEMB MANUFACTURER
13305	GUTTER AND DOWNSPOUT BY PEMB MANUFACTURER
13307	METAL SOFFIT PANEL ON 3-5/8" METAL STUDS @ 5'-0" O.C. BRACE TO ROOF PURLIN W/ 2"X2"X1/4" ANGLE CENTER SPAN.
13313	INSULATED STANDING SEAM METAL ROOF PANEL BY PEMB MANUFACTURER
13316	AVP EXTERIOR METAL WALL PANEL BY PEMB MANUFACTURER
13318	INTERIOR METAL WALL PANEL BY PEMB MANUFACTURER
13321	SILL AND HEAD CHANNEL BY PEMB MANUFAFTURER
23002	HVAC CONDENSING UNIT SET ON CONCRETE SLAB.

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-6205
StraughnTrout.com

© CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE AA0despite

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE SOLELY WITH RESPECT TO THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED BY STA FOR USE SOLELY WITH RESPECT TO THE PROJECT. THE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY, INDIVIDUAL, PARTNERSHIP, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 120 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXIST FOR THE LIFE OF THE AUTHOR OR 50 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.34-3-31-1 ET. SEQ. AND OTHER APPLICABLE LAWS. THE CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS DISCLOSED AND CONTAINED HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

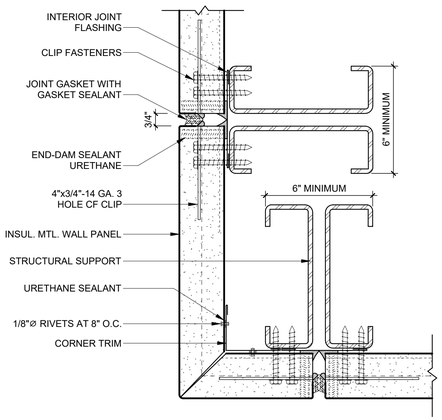
WALL SECTION

A-502

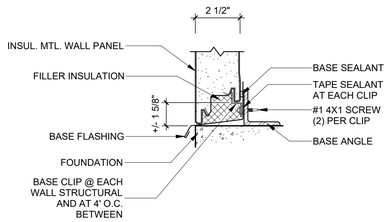
Architect Docs (2026) - Renovations to Road & Drainage Inspection and Test Bldg\2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V2025.rvt
4/29/2025 3:31:15 PM

GENERAL NOTES

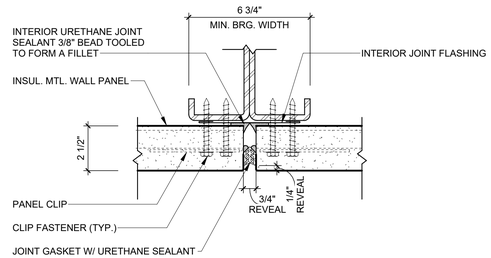
KEYNOTES



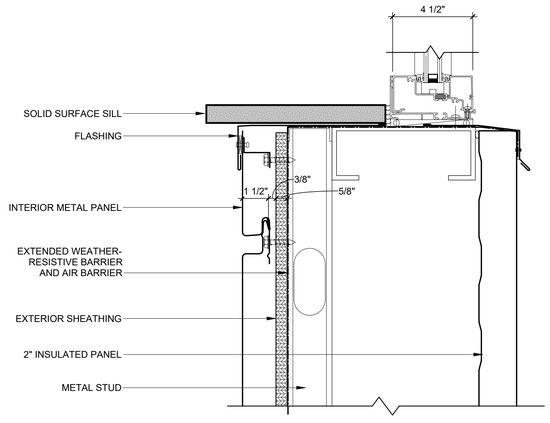
6 INS. MTL. WALL PANEL - OUTSIDE CORNER DETAIL
3" = 1'-0"



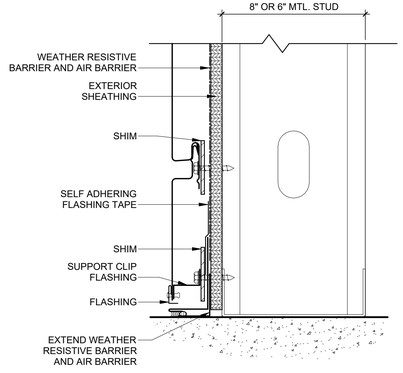
5 INS. MTL WALL PANEL - BASE SECTION
3" = 1'-0"



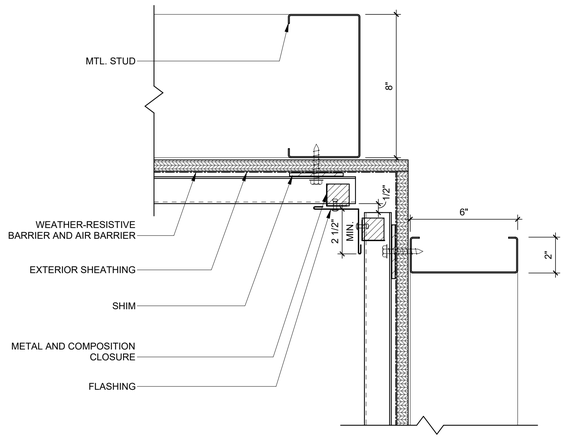
4 INS. MTL WALL PANEL - VERTICAL JOINT SECTION
3" = 1'-0"



3 IW SERIES - WINDOW SILL
3" = 1'-0"



2 IW SERIES - IW10A BASE
3" = 1'-0"



1 IW SERIES - IW10A INSIDE CORNER
3" = 1'-0"

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER PERSON, FIRM, ENTITY, CORPORATION OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXIST FOR THE LIFE OF THE AUTHOR OR 50 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 125 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY FINE OF UP TO $100,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.34-3-31-1 ET. SEQ. AND OTHER LAWS. THE IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

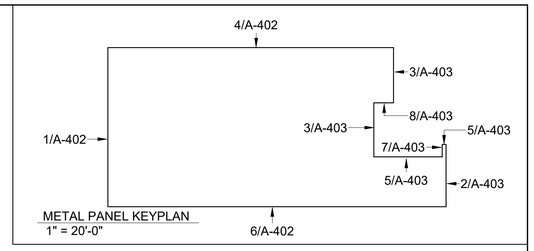
STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

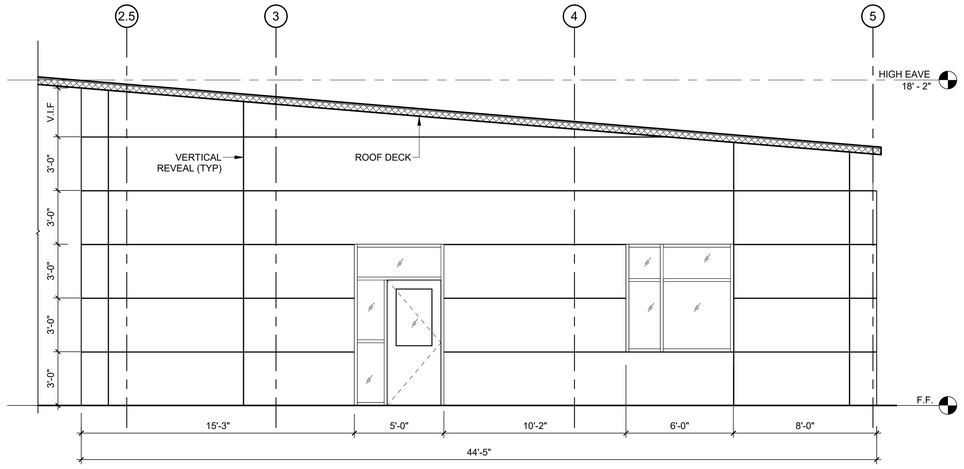
WALL DETAILS

A-503

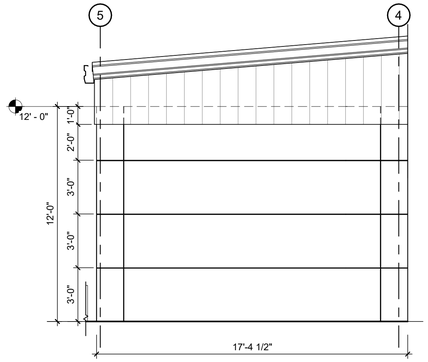
4/25/2025 3:31:17 PM
Autodesk Docs://2306_Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BUILDING_CENTRAL_22.rvt



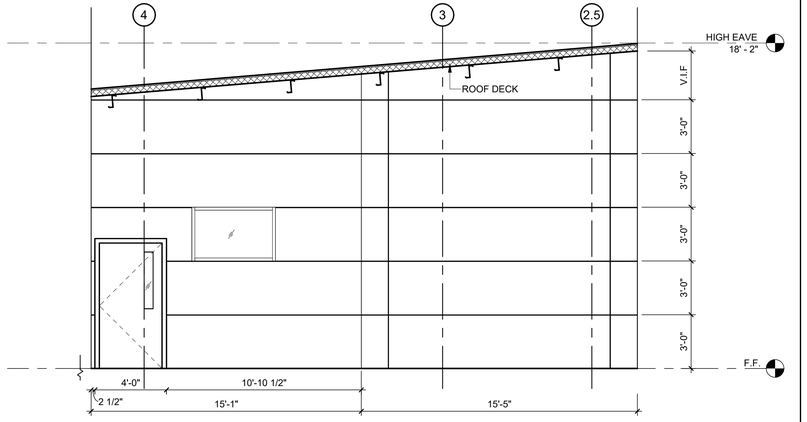
METAL PANEL KEYPLAN
1" = 20'-0"



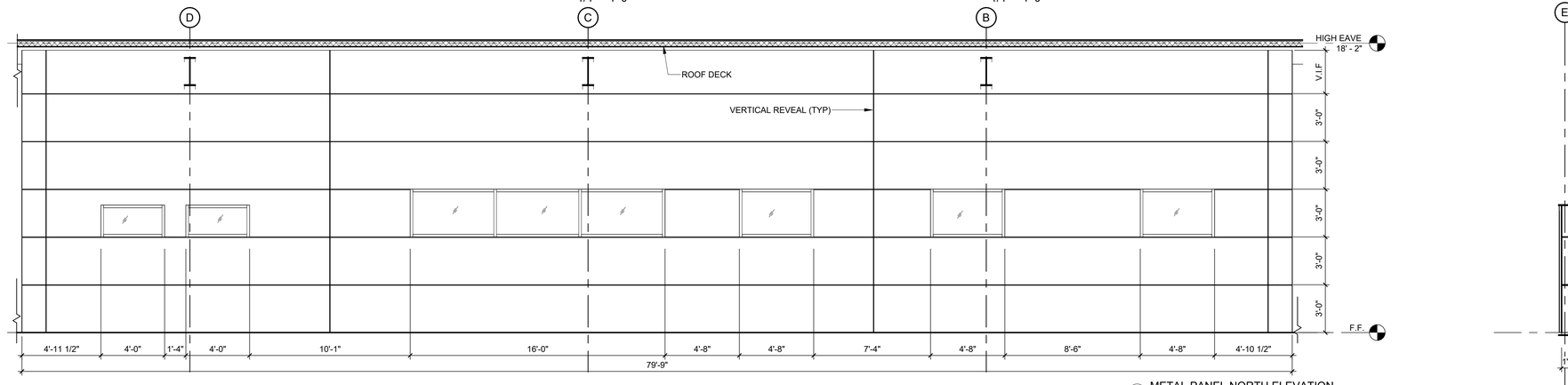
1 METAL PANEL WEST ELEVATION
1/4" = 1'-0"



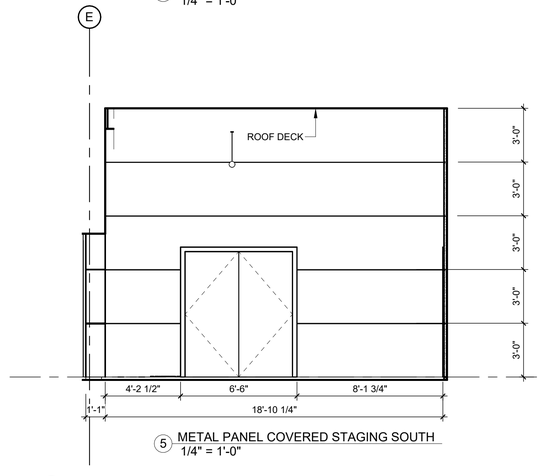
2 METAL PANEL EAST ELEVATION
1/4" = 1'-0"



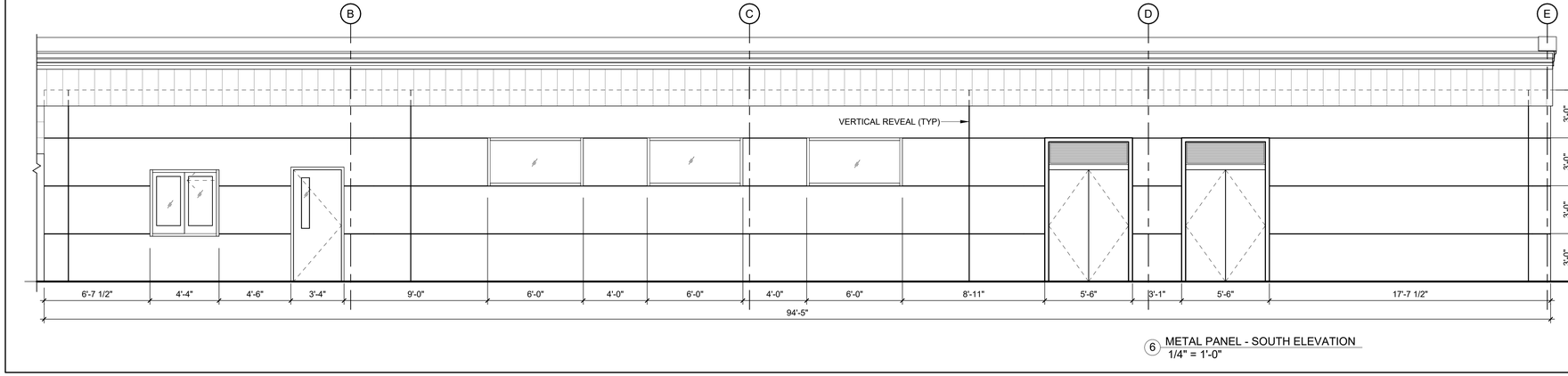
3 METAL PANEL - COVERED STAGING EAST
1/4" = 1'-0"



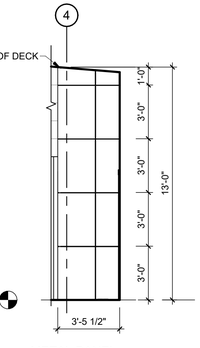
4 METAL PANEL NORTH ELEVATION
1/4" = 1'-0"



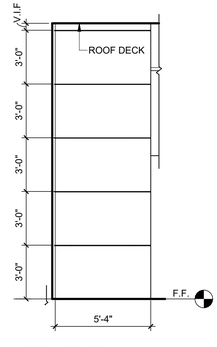
5 METAL PANEL COVERED STAGING SOUTH
1/4" = 1'-0"



6 METAL PANEL - SOUTH ELEVATION
1/4" = 1'-0"



7 METAL PANEL
COVERED STAGING WEST
1/4" = 1'-0"



8 METAL PANEL
COVERED STAGING NORTH
1/4" = 1'-0"

STRAUGHN TROUT
ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
© STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE AAR90576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED FOR USE ON THE SPECIFIED PROJECT. ALL DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE NOT PREPARED FOR USE ON OTHER PROJECTS. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY OR PERSON, OR TO ANY OTHER CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 120 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXIST FOR THE LIFE OF THE AUTHOR OR 50 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.34-3-3-1--ET SEQ. AND OTHER APPLICABLE LAWS. THE CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

270

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	GWT

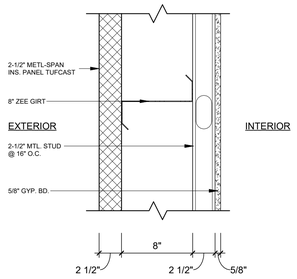
#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

EXTERIOR INSULATED METAL PANEL ELEVATIONS

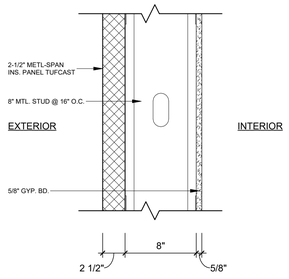
A-504

Autodesk Docs://2306_Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_CentralFL.rvt
4/25/2025 3:31:21 PM

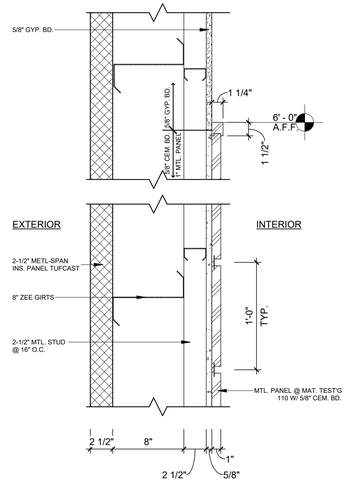
GENERAL NOTES



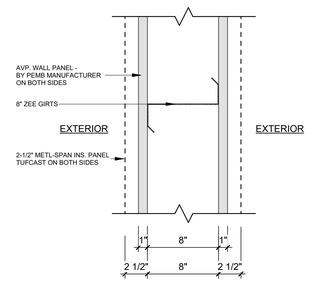
WT-1
1 1/2" = 1'-0"



WT-2
1 1/2" = 1'-0"

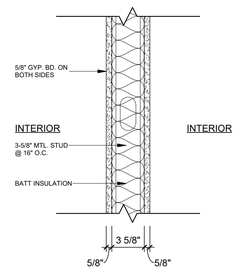


WT-3
1 1/2" = 1'-0"

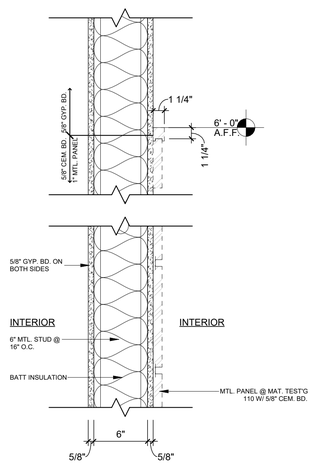


WT-4 (AVP)
1 1/2" = 1'-0"

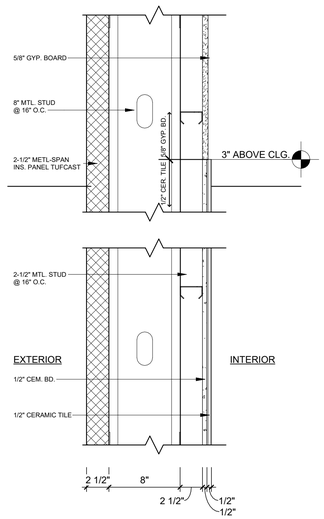
WT-4A (TUFCAST)
1 1/2" = 1'-0"



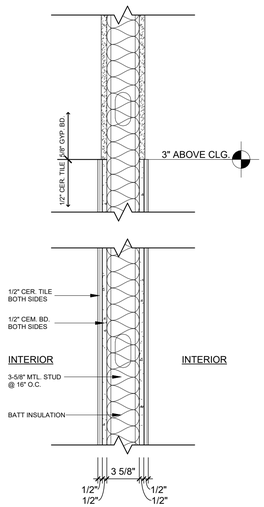
WT-5
1 1/2" = 1'-0"



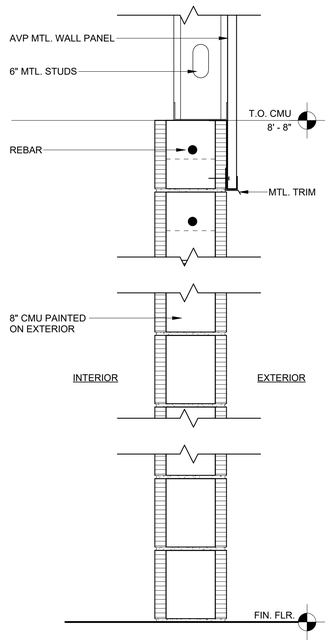
WT-6
1 1/2" = 1'-0"



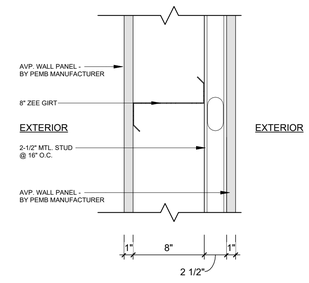
WT-7
1 1/2" = 1'-0"



WT-8
1 1/2" = 1'-0"



WT-9
1 1/2" = 1'-0"



WT-10
1 1/2" = 1'-0"

STRAUGHN TROUT ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601

PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE AAR0605576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY AND ARE THE PROPERTY OF STA. ALL DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY OR PERSON FOR ANY PURPOSE OR CONSTRUCTION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXTEND FOR THE TERM OF COPYRIGHT FOR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY FINE OR IMPRISONMENT. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.34-3-3-1--I.C.ET. SEQ. AND OTHER APPLICABLE LAWS. THE IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

WALL TYPES

A-510

4/25/2025 3:31:23 PM
Autodesk Docs://2306_Renovation to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BUILDING RENOVATIONS_ARCHV_2025.rvt

ABBREVIATIONS

FLOOR FINISH MATERIALS

C - CARPET
LVT - LUXURY VINYL TILE
SC - SEALED CONCRETE
CT - CERAMIC TILE
O - NO FINISH REQUIRED
EPX - EPOXY FLOORING (EQ. TO STONHARD)

BASE FINISH MATERIALS

O - NO BASE; CAULK SLAB TO WALL JOINT
RC - RUBBER COVE 4" HIGH

WALL FINISH MATERIALS

PDW - PAINTED GYPSUM DRYWALL
PCN - PAINTED CONCRETE (OR CONCRETE BLOCK)
EC - EXPOSED CONCRETE

CEILING FINISH MATERIALS
ES - EXPOSED STRUCTURE
MSP - METAL SOFFIT PANEL
PDW - PAINTED GYPSUM DRYWALL
SAC - SUSPENDED ACOUSTICAL CEILING/ SYSTEM
(SAC-1, SAC-2, EQ. TO ROCFON, 24"X24"X5/8" SQ. TEGULAR.)

NOTE:
SEE SHEETS **A-602** & **A-603** FOR HEAD, JAMB, AND SILL DETAILS.

STA KEY DOOR - CONSTRUCTION	
AL	ALUMINUM DOOR
HM	HOLLOW-METAL DOOR
WD	WOOD

STA KEY DOOR - GLASS TYPE	
--	NO GLASS REQUIRED
GL-1	LAMINATED GLASS

STA KEY DOOR - FRAME CONSTRUCTION	
AL	ALUMINUM
HM	HOLLOW-METAL

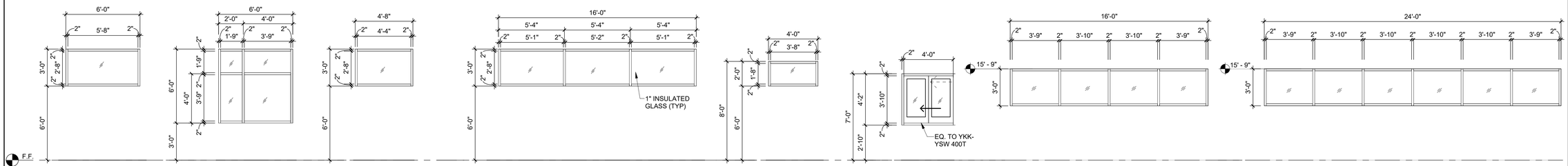
STA KEY DOOR - COMMENTS	
CR	CARD READER

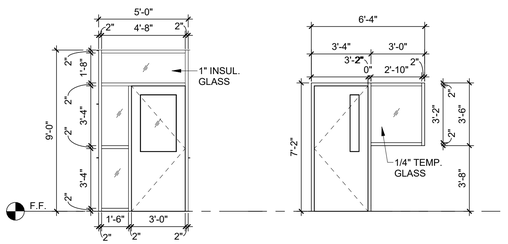
DOOR SCHEDULE

NO.	DOOR TYPE	THICKNESS	INT/EXT	WIDTH	HEIGHT	DOOR MATERIAL	DOOR GLASS TYPE	FRAME TYPE	FRAME CONST.	FRAME FINISH	FIRE RATING	HARDWARE GROUP	COMMENTS
100		1 3/4"	Exterior	3' - 0"	7' - 0"	AL	GL-1	SF-100	AL	(none)	--	1	CR
101	B	1 3/4"	Exterior	3' - 6"	7' - 0"	HM	GL-1	F-1	HM	(none)	--	4	CR
102	D	1 3/4"	Exterior	6' - 0"	7' - 0"	HM	--	F-2	HM	(none)	--	2	CR
103	B	1 3/4"	Interior	3' - 6"	7' - 0"	HM	GL-1	F-1	HM	(none)	--	10	
104	C	1 3/4"	Interior	3' - 0"	7' - 0"	WD	--	F-1	HM	(none)	--	11	
105	D	1 3/4"	Exterior	5' - 0"	7' - 0"	HM	--	F-3	HM	(none)	--	3	
105A	D	1 3/4"	Exterior	5' - 0"	7' - 0"	HM	--	F-3	HM	(none)	--	3	
106	C	1 3/4"	Interior	2' - 6"	7' - 0"	WD	--	F-1	HM	(none)	--	11	
107	C	1 3/4"	Interior	3' - 0"	7' - 0"	WD	--	F-1	HM	(none)	--	12	
108	C	1 3/4"	Interior	3' - 0"	7' - 0"	WD	--	F-1	HM	(none)	--	12	
109	C	1 3/4"	Interior	3' - 0"	7' - 0"	WD	--	F-1	HM	(none)	--	13	
110	A	1 3/4"	Interior	3' - 0"	7' - 0"	AL	GL-1	SF-100	AL	(none)	--	8	
111	A	1 3/4"	Interior	3' - 0"	7' - 0"	AL	GL-1	SF-100	AL	(none)	--	9	
112	C	1 3/4"	Interior	2' - 6"	7' - 0"	WD	--	F-1	HM	(none)	--	11	
113	C	1 3/4"	Interior	3' - 0"	7' - 0"	WD	--	SF-113	AL	(none)	--	14	
114	C	1 3/4"	Interior	3' - 0"	7' - 0"	WD	--	SF-113	AL	(none)	--	14	
115	C	1 3/4"	Interior	3' - 0"	7' - 0"	WD	--	SF-113	AL	(none)	--	14	
116	D	1 3/4"	Interior	5' - 0"	7' - 0"	WD	--	F-2	HM	(none)	--	7	
117	D	1 3/4"	Interior	5' - 0"	7' - 0"	WD	--	F-2	HM	(none)	--	7	
118	C	1 3/4"	Interior	3' - 0"	7' - 0"	WD	--	F-1	HM	(none)	--	11	
119	C	1 3/4"	Interior	3' - 0"	7' - 0"	WD	--	F-1	HM	(none)	--	11	
120	B	1 3/4"	Exterior	3' - 0"	7' - 0"	HM	GL-1	F-1	HM	(none)	--	5	CR
121	C	1 3/4"	Exterior	3' - 0"	7' - 0"	HM	--	F-1	HM	(none)	--	6	NUCLEAR STORAGE - CR

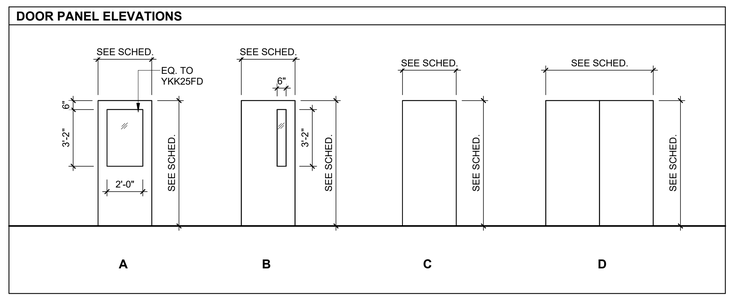
ROOM SCHEDULE

ROOM #	ROOM NAME	FLOOR FINISH	BASE FINISH	WALL FINISH	CEILING FINISH	COMMENTS
100	COVERED WALK	CON	--	--	MSP	
101	COVERED STAGING	CON	--	--	MSP	
102	STORAGE	SC	--	PAINT	ES	
103	CIRCULATION	EPX	RC	PAINT	SAC	
104	STORAGE	EPX	RC	PAINT	SAC	
105	A/C	SC	--	PAINT	ES	
106	JAN.	EPX	RC	PAINT	PDW	
107	TOILET	CT	CT	PAINT	SAC	
108	TOILET	CT	CT	PAINT	SAC,PDW	
109	HALL	LVT	RC	PAINT	SAC	
110	MATERIAL TESTING	EPX		PAINT	SAC	
111	STAFF COMBINE	LVT	RC	PAINT	SAC	
112	CLO.	LVT	RC	PAINT	PDW	
113	CONFERENCE	C	RC	PAINT	SAC	
114	OFFICE	C	RC	PAINT	SAC	
115	OFFICE	C	RC	PAINT	SAC	
116	DATA	LVT	RC	PAINT	PDW	
117	ELECT.	LVT	RC	PAINT	PDW	
118	CLO.	LVT	RC	PAINT	PDW	
119	CLO.	LVT	RC	PAINT	PDW	
120	BREAK ROOM	LVT	RC	PAINT	SAC	
121	NUCLEAR STORAGE	SC		PAINT	MSP	
122	COVERED PATIO	CON	--	--	MSP	

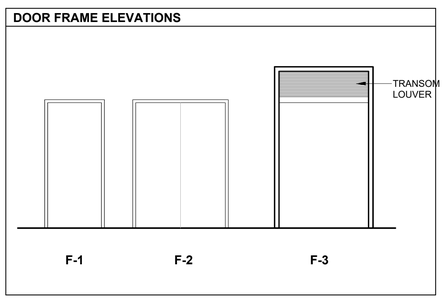


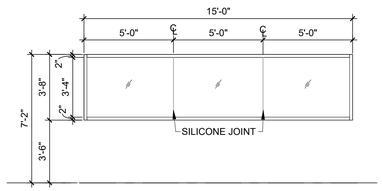


DOOR PANEL ELEVATIONS



DOOR FRAME ELEVATIONS





SF-10 (INTERIOR)
1/4" = 1'-0"

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-6205
StraughnTrout.com

© CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR9605576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE IN CONNECTION WITH THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE NOT PREPARED FOR USE BY OTHERS. NO PART OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CORPORATION OR ENTITY FOR ANY PURPOSE WHATSOEVER BY ANY FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 120 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXIST FOR THE LIFE OF THE AUTHOR OR 50 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY FINES AND/OR IMPRISONMENT. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.24-2-3-1--ET. SEQ. AND OTHER APPLICABLE LAWS. THE IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

272

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #: 2306

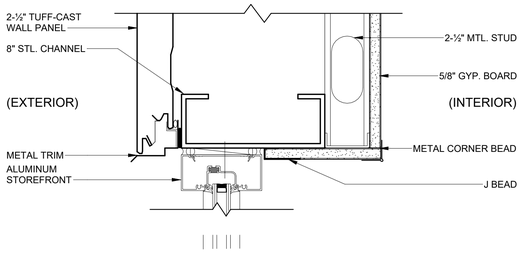
PROJECT MGR.: GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

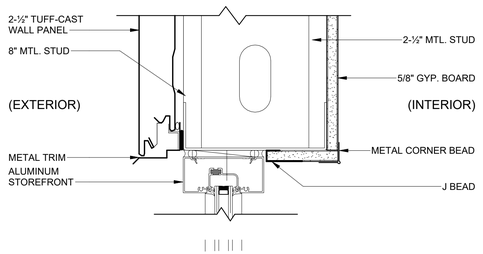
DOOR AND ROOM SCHEDULE

A-601

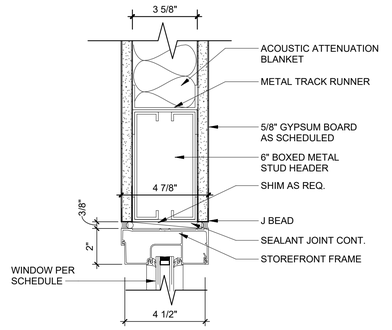
4/25/2025 3:31:28 PM Autodesk Docs://2306_Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_r22.rvt



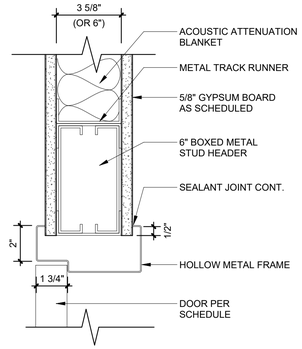
EXTERIOR SF WINDOW HEAD 1
3" = 1'-0"



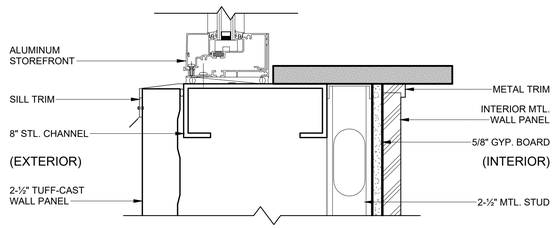
EXTERIOR SF WINDOW HEAD 2
3" = 1'-0"



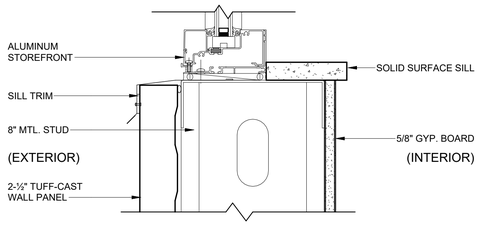
INTERIOR SF WINDOW HEAD 1
3" = 1'-0"



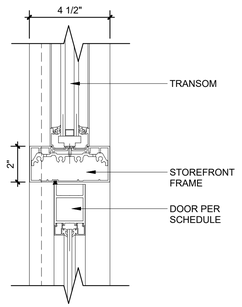
INTERIOR HM DOOR HEAD - SINGLE RABBET
3" = 1'-0"



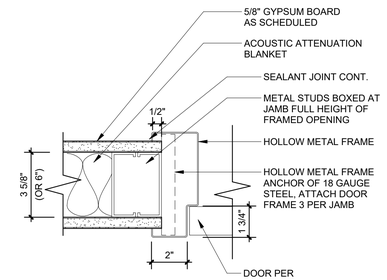
EXTERIOR SF WINDOW SILL 1
3" = 1'-0"



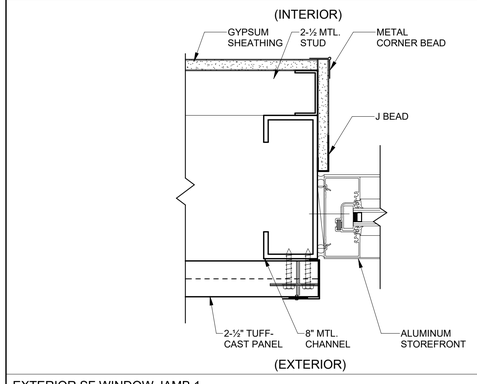
EXTERIOR SF WINDOW SILL 2
3" = 1'-0"



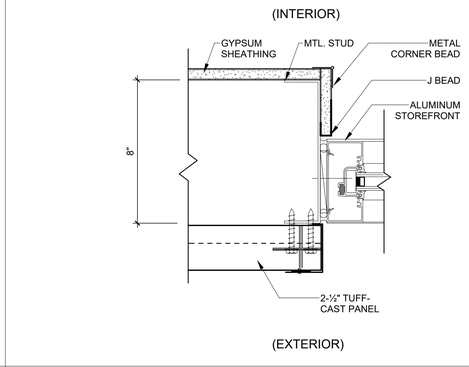
INTERIOR SF DOOR HEAD 1
3" = 1'-0"



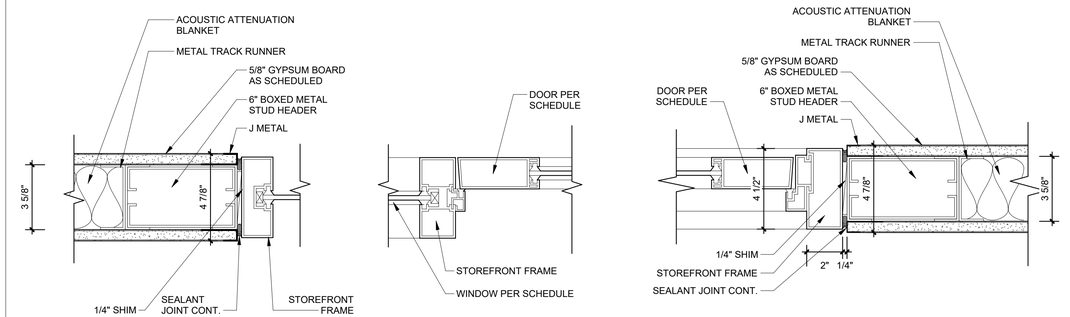
INTERIOR HM DOOR JAMB - SINGLE RABBET
3" = 1'-0"



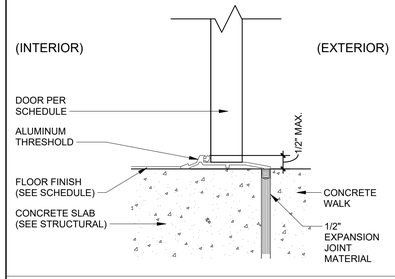
EXTERIOR SF WINDOW JAMB 1
3" = 1'-0"



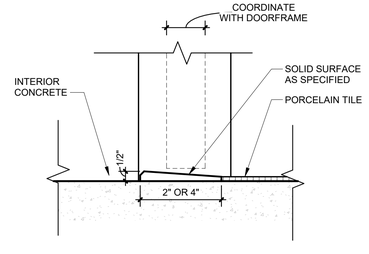
EXTERIOR SF WINDOW JAMB 2
3" = 1'-0"



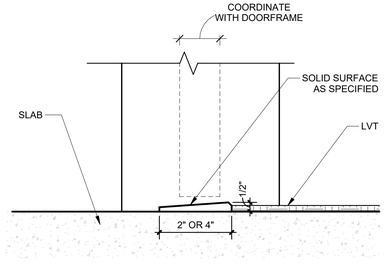
INTERIOR SF WINDOW JAMB 1
3" = 1'-0"



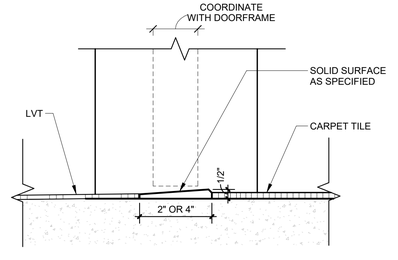
INTERIOR FLOOR TO EXTERIOR CONCRETE
3" = 1'-0"



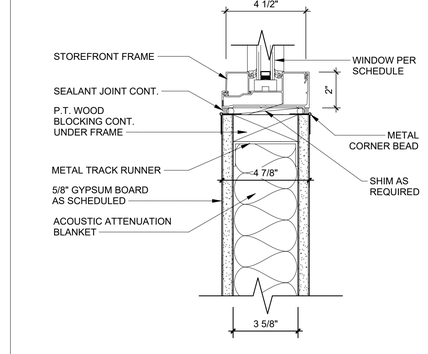
INTERIOR CONCRETE TO PORCELAIN TILE
3" = 1'-0"



INTERIOR LVT TO CONCRETE
3" = 1'-0"



INTERIOR LVT TO CARPET TILE
3" = 1'-0"



INTERIOR SF WINDOW SILL 1
3" = 1'-0"

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-6205
StraughnTrout.com

© CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE AA0despite

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE SOLELY WITH RESPECT TO THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED BY STA FOR USE SOLELY WITH RESPECT TO THE PROJECT. THE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONSTRUCTION COMPANY, DEVELOPMENT COMPANY, OR OTHER CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXIST FOR THE LIFE OF THE AUTHOR OR 50 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.34-3-31-1 ET. SEQ. AND OTHER APPLICABLE LAWS. THE DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

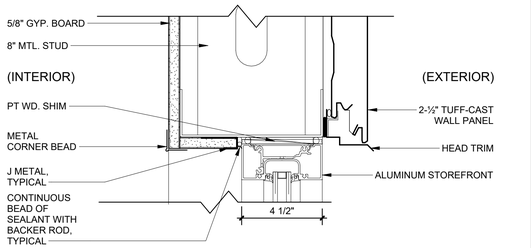
STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

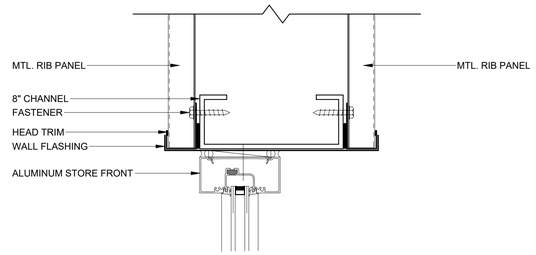
HEAD, JAMB, AND SILL DETAILS

A-602

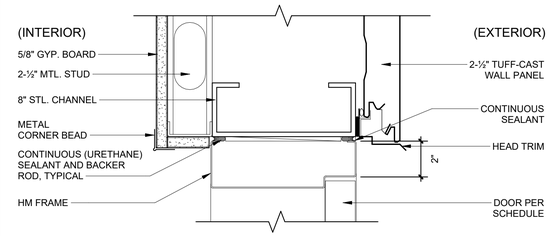
4/25/2025 3:31:32 PM
Autodesk Docs://2306_Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_R24.rvt



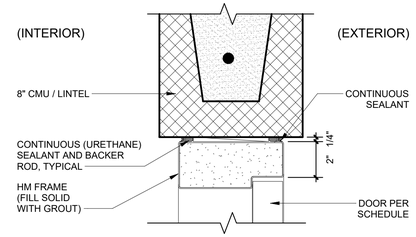
EXTERIOR SF TRANSOM HEAD
3" = 1'-0"



EXTERIOR SF CLERSTORY HEAD
3" = 1'-0"



EXTERIOR HM DOOR HEAD MTL. STUD
3" = 1'-0"



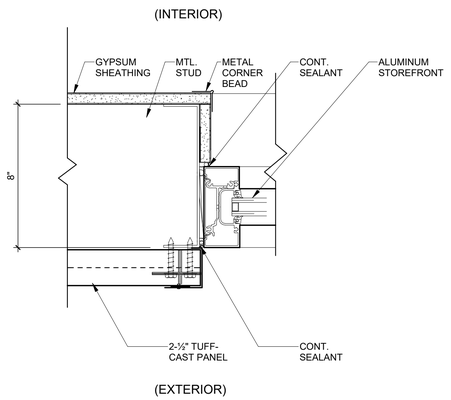
EXTERIOR HM DOOR HEAD CMU
3" = 1'-0"

EXTERIOR SF WINDOW SILL
3" = 1'-0"

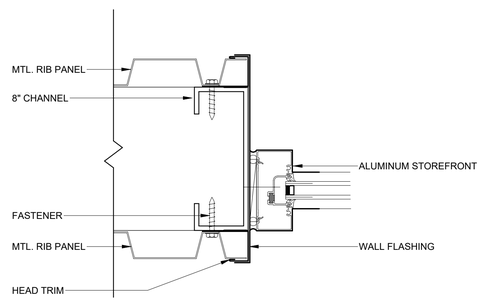
EXTERIOR SF CLERSTORY SILL
3" = 1'-0"

EXTERIOR HM DOOR JAMB MTL. STUD
3" = 1'-0"

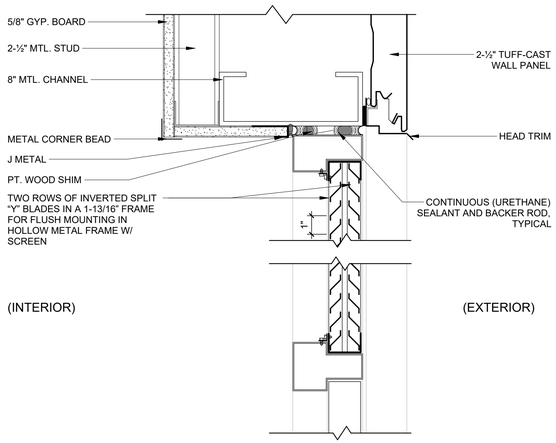
EXTERIOR HM DOOR JAMB CMU
3" = 1'-0"



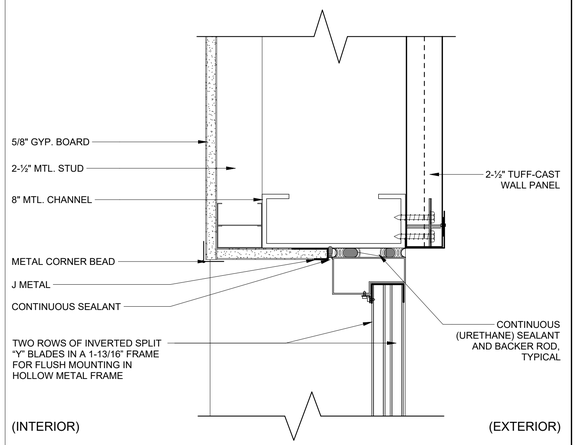
EXTERIOR SF WINDOW JAMB
3" = 1'-0"



EXTERIOR SF CLERSTORY JAMB
3" = 1'-0"



LOUVER HEAD AND SILL
3" = 1'-0"



LOUVER JAMB
3" = 1'-0"

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR9605576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED BY STA FOR USE SOLELY WITH RESPECT TO THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED BY STA FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY OR PERSON FOR ANY PURPOSE OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 120 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXIST FOR THE LIFE OF THE AUTHOR OR 50 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 125 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY FINE OF UP TO $250,000 AND IMPRISONMENT. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.24-2-3-1--17. SEE. AND OTHER APPLICABLE LAWS. THE IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED AND COPYRIGHTED HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE

PCBCC

3000 SHEFFIELD ROAD
WINTER HAVEN, FL

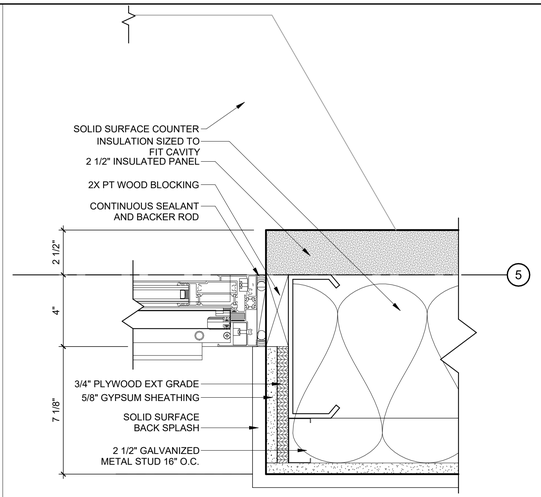
STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

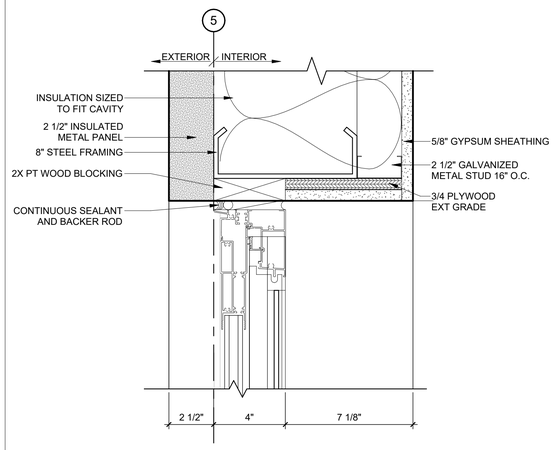
HEAD, JAMB, AND SILL DETAILS

A-603

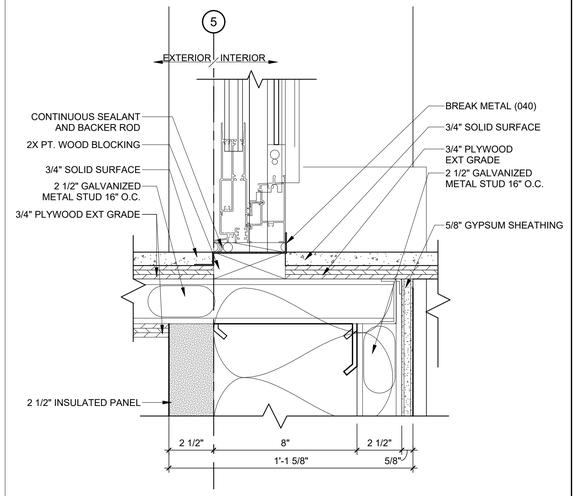
Architect Docs\2022\5. Renovations to Road & Drainage Inspection and Test Bldg\2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V24.rvt
4/25/2025 3:31:34 PM



2 BREAKROOM OPERABLE WINDOW JAMB
3" = 1'-0"



3 BREAKROOM OPERABLE WINDOW HEAD
3" = 1'-0"



1 BREAKROOM OPERABLE WINDOW SILL
3" = 1'-0"

STRAUGHN TROUT ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601

PH: (863) 665-6205
StraughnTrout.com

© CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE AAR0605576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND THE ARCHITECT. ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CORPORATION OR ENTITY FOR ANY PURPOSE WHATSOEVER, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 IS AUTOMATIC AND WILL CONTINUE FOR 95 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.34-3-3-1--17. SEQ. AND OTHER APPLICABLE LAWS. THE IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #: 2306

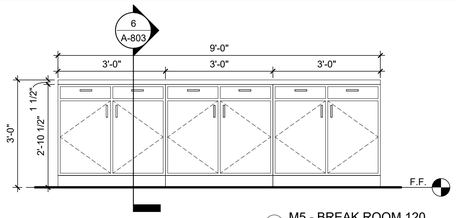
PROJECT MGR.: GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

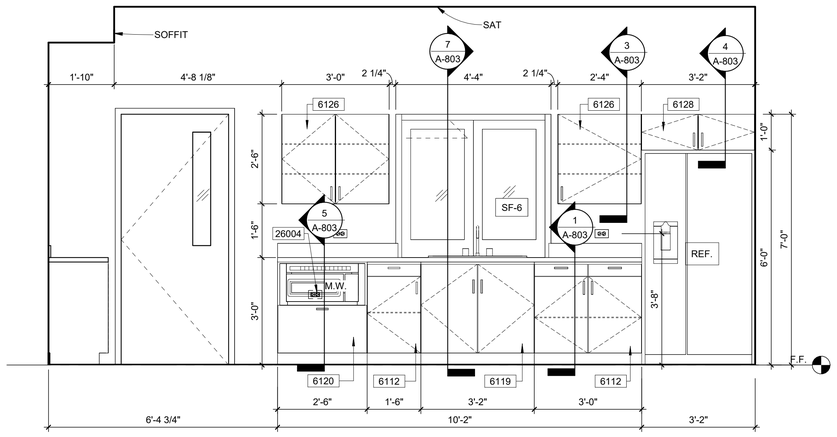
HEAD, JAMB, AND SILL DETAILS

A-604

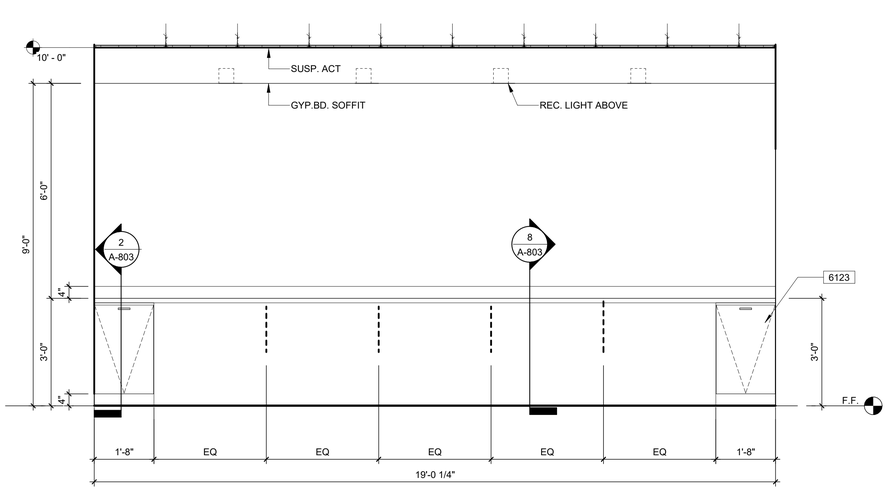
4/25/2025 3:31:36 PM Autodesk Docs://2306_Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_r22.rvt



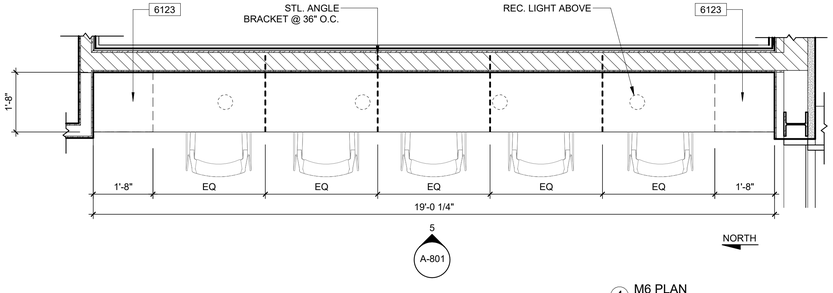
3 M5 - BREAK ROOM 120
1/2" = 1'-0"



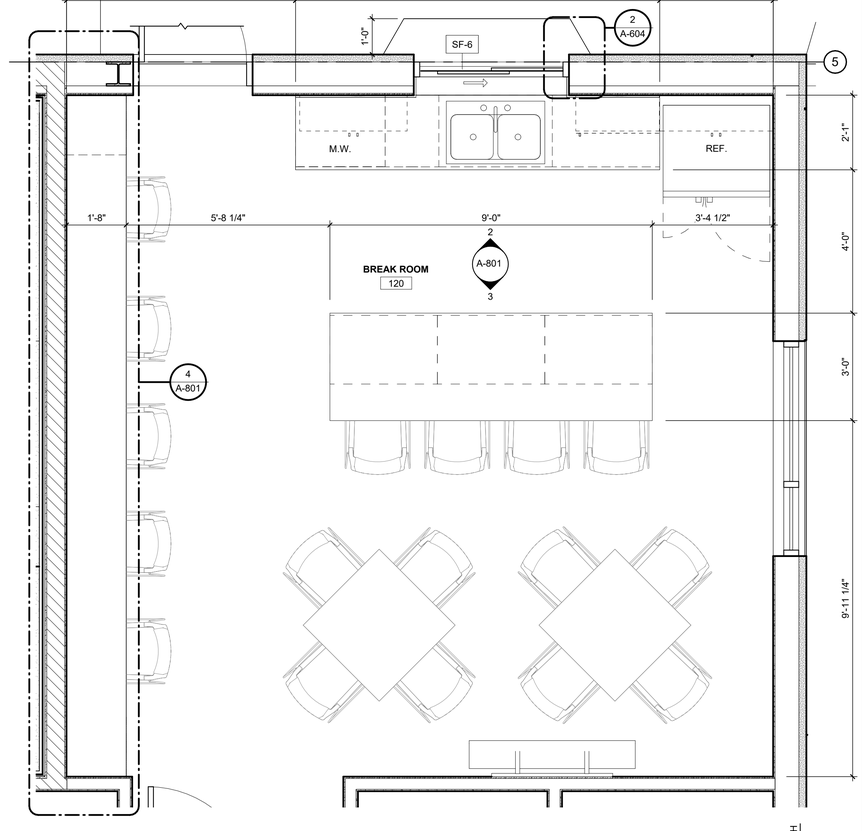
2 M4 - BREAKROOM 120
1/2" = 1'-0"



5 M6 - BREAKROOM 120
1/2" = 1'-0"



4 M6 PLAN
1/2" = 1'-0"



1 ENLARGED BREAKROOM PLAN
1/2" = 1'-0"

GENERAL NOTES

KEYNOTES

6112	BASE CABINET WITH HINGED DOOR/S WITH 1 ADJUSTABLE SHELF AND DRAWER/S.
6119	BASE CABINET WITH HINGED DOORS AND UPPER FIXED PANEL - TYPICAL AS INDICATED AT SINK LOCATIONS.
6120	BASE CABINET WITH LOWER DRAWER AND OPEN CUBBY FOR MICROWAVE.
6123	BASE CABINET WITH PULL-OUT WASTE BINS.
6126	WALL HUNG OVERHEAD CABINET WITH SIDE HINGED DOOR/S AND (2) ADJUSTABLE SHELVES.
6128	WALL HUNG OVER REFRIDGERATOR CABINET WITH NO SHELVES.
26004	ELECTRICAL RECEPTACLE.

STRAUGHN TROUT ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601

PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE AAR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND ARE THE PROPERTY OF STA AND WERE CREATED FOR USE ON THE DRAWING, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED FOR USE ON THE SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CORPORATION OR ENTITY FOR ANY PURPOSE WHATSOEVER, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 IS AUTOMATIC AND LASTS FOR 70 YEARS OR 95 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $100,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.34-3-31-1 ET. SEQ. AND OTHER APPLICABLE LAWS. THE IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

276

INSPECTION AND TESTING BUILDING
FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

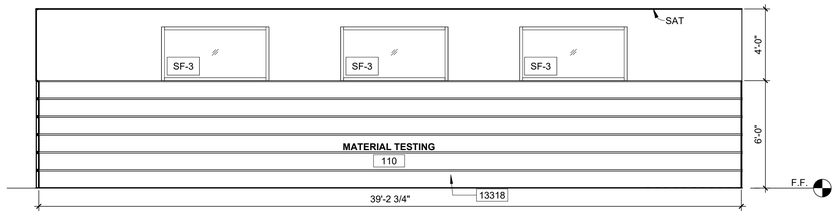
STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

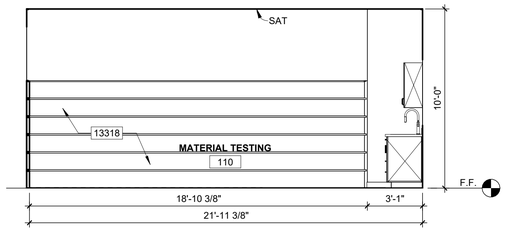
MILLWORK ELEVATION

A-801

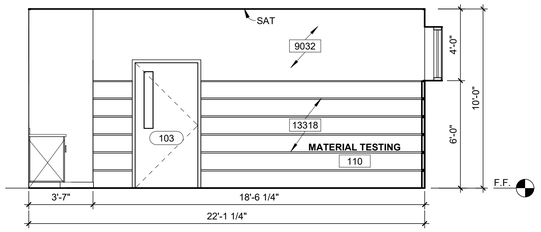
4/25/2025 3:31:41 PM
Automatic Drop (2306_Renovations to Road & Drainage Inspection and Test Bldg\2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_GWT.rvt



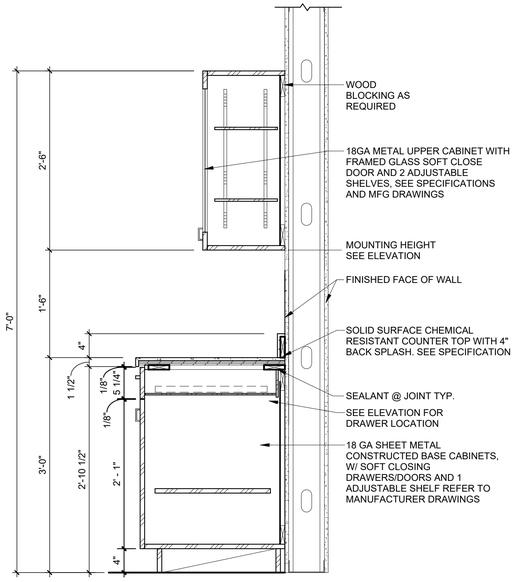
5 NORTH ELEVATION
1/4" = 1'-0"



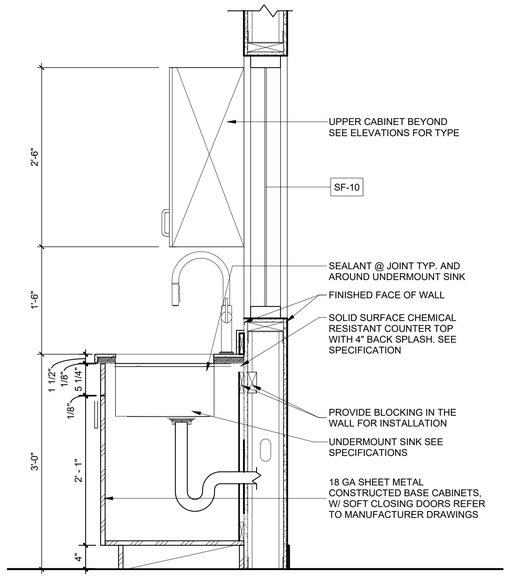
6 WEST ELEVATION
1/4" = 1'-0"



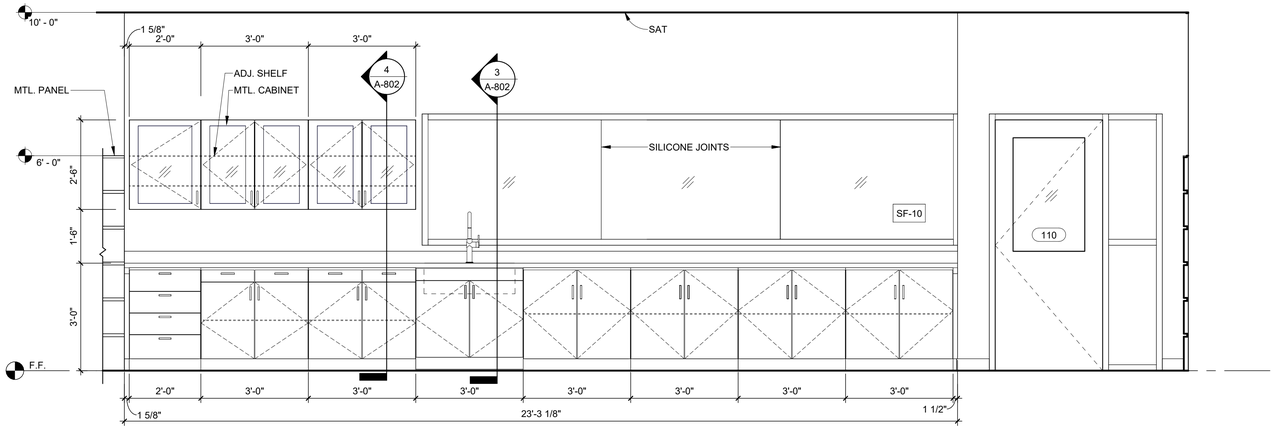
7 EAST ELEVATION
1/4" = 1'-0"



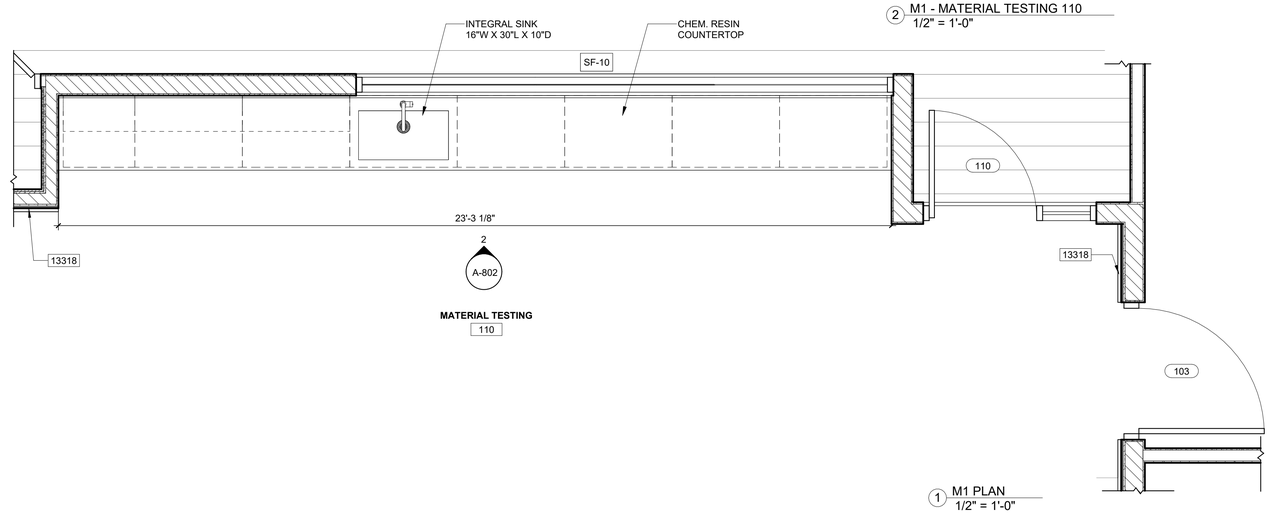
4 CABINET SECTION
1" = 1'-0"



3 SINK SECTION
1" = 1'-0"



2 M1 - MATERIAL TESTING 110
1/2" = 1'-0"



1 M1 PLAN
1/2" = 1'-0"

GENERAL NOTES

KEYNOTES

9032 5/8 IN. GYPSUM SHEATHING - TYPICAL.

13318 INTERIOR METAL WALL PANEL BY PEMB MANUFACTURER

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
© STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED FOR USE SOLELY WITH RESPECT TO THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CORPORATION, OR OTHER ENTITY FOR ANY PURPOSE WHATSOEVER, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL BE FOR THE LIFE OF THE AUTHOR OR FOR 50 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.24-2-3-1--ET. SEQ. AND OTHER APPLICABLE LAWS. THE DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

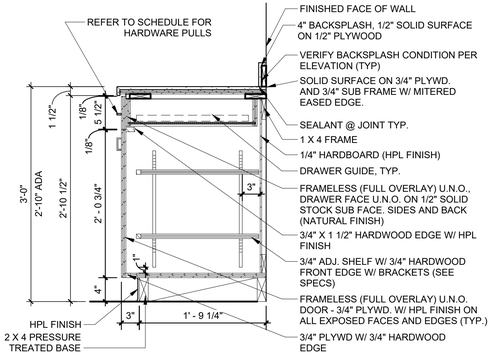
STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

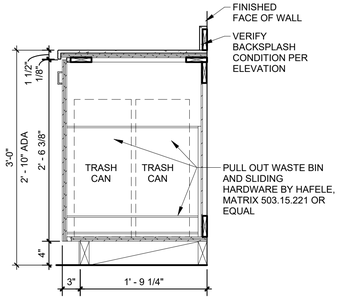
MILLWORK ELEVATION

A-802

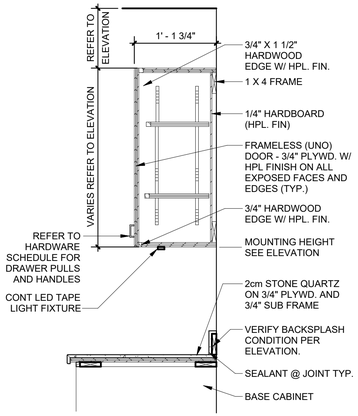
4/25/2025 3:31:44 PM
Architects Drive (2306) - Renovations to Road & Drainage Inspection and Test Bldg\2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_CM.rvt



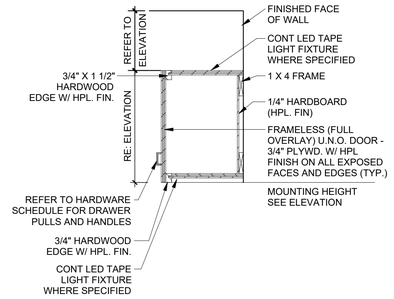
1 TYPICAL BASE CABINET
1" = 1'-0"



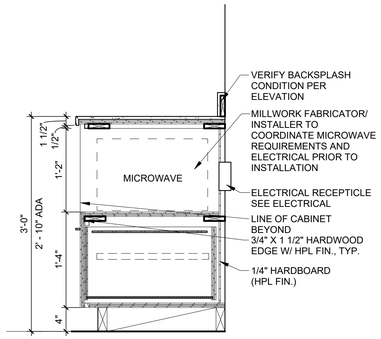
2 BASE CABINET - WASTE BIN
1" = 1'-0"



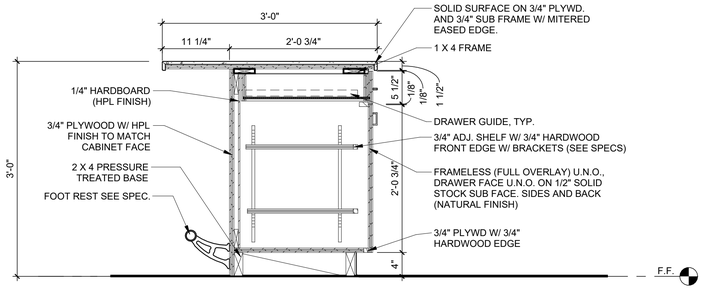
3 UPPER CABINET TYPICAL
1" = 1'-0"



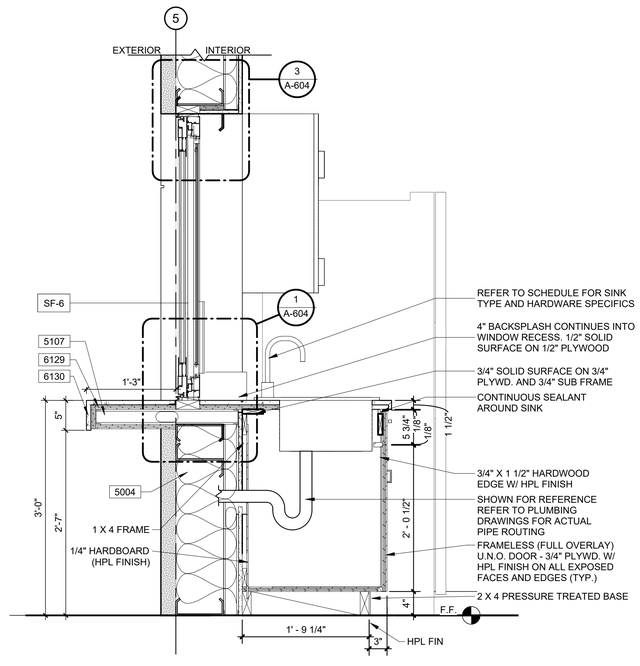
4 UPPER CABINET - SHORT
1" = 1'-0"



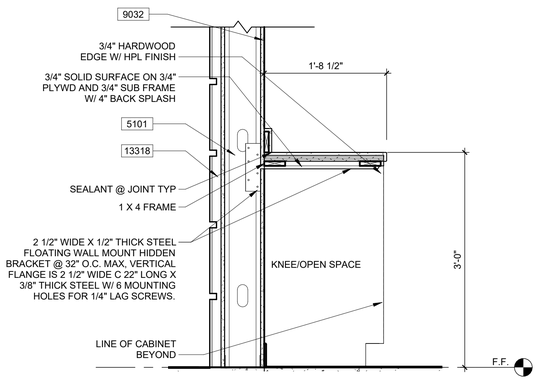
5 BASE CABINET - MICROWAVE
1" = 1'-0"



6 M5 SECTION
1" = 1'-0"



7 M4 SECTION
1" = 1'-0"



8 M6 SECTION
1" = 1'-0"

GENERAL NOTES

KEYNOTES

5004	STRUCTURAL STEEL FRAMING, SEE STRUCTURAL DRAWINGS.
5101	6" STEEL STUD FRAMING @ 16" O.C.
5107	2 1/2" 18GA GALVANIZED METAL STUD.
6129	3/4" PT PLYWOOD.
6130	3/4" SOLID SURFACE COUNTER WITH UV COATING FOR EXTERIOR USE.
9032	5/8 IN. GYPSUM SHEATHING - TYPICAL.
13318	INTERIOR METAL WALL PANEL BY PEMB MANUFACTURER

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
© STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA. ALL RIGHTS IN THE CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CORPORATION OR ENTITY FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, ALL RIGHTS, PROTECTIONS AND INTERESTS DESCRIBED HEREIN SHALL EXIST AND CONTINUE IN AN UNPUBLISHED WORK, WHETHER OR NOT SUCH WORK IS FOR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY A FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.24-2-3-1–17. SEE. AND OTHER LAWS. THE IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED AND COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

MILLWORK SECTIONS AND DETAILS

A-803

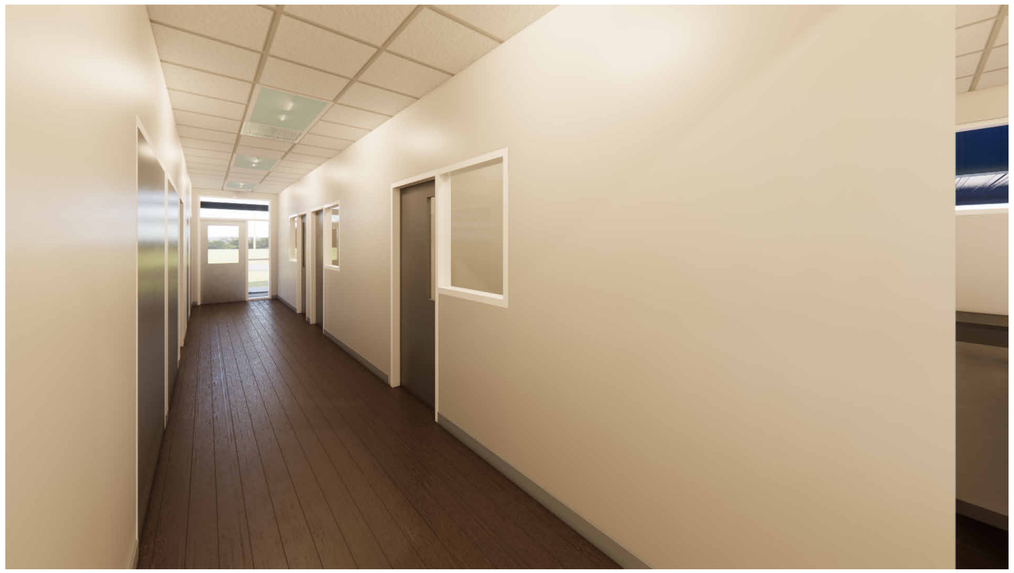
Architect Docs (2022) - Renovation to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V24.rvt
4/25/2025 3:31:47 PM



1 - STAFF COMBINE SPACE



2 - STAFF COMBINE SPACE



3 - CONFERENCE SPACE



4 - CONFERENCE SPACE

SEE SHEETS A-101F FOR INTERIOR RENDERING LOCATIONS

STRAUGHN TROUT
ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601

PH: (863) 665-6205
StraughnTrout.com

© CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA. AS SUCH ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED, EVOLVED AND DEVELOPED FOR ITS OWN USE. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONSTRUCTION FIRM, SUBCONTRACTOR OR ANY OTHER FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED AS A WORK MADE FOR HIRE ON OR AFTER DECEMBER 1, 1990, LASTS FOR 95 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., 18 U.S.C. SEC. 506. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF (C.24-3.1-1.ET. SEQ. AND OTHER LAWS. THE CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

279

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #: 2306

PROJECT MGR.: GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

INTERIOR RENDERINGS

A-901

Autodesk Docs://2306 - Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V22.rvt
4/25/2025 3:31:49 PM



1 - OFFICE SPACE



2 - MATERIAL TESTING LAB



3 - BREAK ROOM



4 - BREAK ROOM

SEE SHEETS A-101F FOR INTERIOR RENDERING LOCATIONS

STRAUGHN TROUT
ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601

PH: (863) 665-6205
StraughnTrout.com

© CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA. AS SUCH ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED, EVOLVED AND DEVELOPED FOR ITS OWN USE. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONSTRUCTION FIRM, SUBCONTRACTOR, FIRM, SUPPLIER, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED AS A WORK MADE FOR HIRE ON OR AFTER DECEMBER 1, 1990, LASTS FOR 50 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., 18 U.S.C. SEC. 506. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF 1C.24-2-31-1 ET. SEQ. AND OTHER LAWS. THE CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

280

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #: 2306

PROJECT MGR.: GWT

#	DATE	ISSUED AS
CD	03.14.25	100% CONSTRUCTION DOCUMENTS

INTERIOR RENDERINGS

A-902

Autodesk Docs://2306 - Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V22.rvt
4/25/2025 3:31:50 PM

MECHANICAL GENERAL NOTES:

1 IN GENERAL, PLANS AND DIAGRAMS ARE SCHEMATIC ONLY AND SHOULD NOT BE SCALED.

2 THE INTENT OF THE MECHANICAL NOTES ON THESE DRAWINGS IS TO CLARIFY THE SCOPE OF WORK AND ALERT THE CONTRACTOR OF EXISTING CONDITIONS. CONTRACTOR TO VISIT SITE AND VERIFY ALL CLEARANCES BEFORE FABRICATION OF DUCTWORK AND PROVIDE ADDITIONAL OFFSET AND/OR CHANGES IN DUCT SIZES TO MEET FIELD CONDITIONS AND COORDINATE WITH ELECTRICAL, PLUMBING AND FIRE PROTECTION SUBCONTRACTOR BEFORE ANY CONSTRUCTION WORK.

3 BIDDERS SHALL VISIT THE SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS INVOLVING THE WORK.

4 SHOULD ANY CONFLICTS ARISE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF THE CONFLICT BEFORE ANY CHANGES ARE MADE. THE CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL BEFORE PROCEEDING WITH ANY CHANGES.

5 DEVIATIONS FROM THE CONTRACT DOCUMENTS MAY REQUIRED AS-BUILT DRAWINGS. IF REQUIRED, DURING FIELD INSPECTIONS AS-BUILT DRAWINGS PRODUCED BY OUR OFFICE WILL BE BILLED HOURLY.

6 THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL TRADES INSTALLATION SCHEDULES. FIXED WORK SUCH AS DUCTWORK AND PLUMBING SHALL BE INSTALLED PRIOR TO ANY TRADE WORK THAT CAN BE EASILY RELOCATED OR OFFSET SUCH AS ELECTRICAL CONDUITS AND SMALL WATER LINES ETC.

7 ALL AIR CONDITIONING WORK SHALL NOT INTERFERE WITH CLEARANCES REQUIRED FOR GENERAL AND MECHANICAL CONSTRUCTION. SHOULD AIR CONDITIONING WORK BE INSTALLED WHICH INTERFERES WITH THE WORK OF OTHER CONTRACTORS. SUCH WORK SHALL BE CHANGED AT NO ADDITIONAL COST.

8 ALL WORK COVERED IN THIS SECTION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST PUBLISHED STANDARDS OF ASHRAE, AND NFPA.

9 ALL MECHANICAL WORK SHALL MEET ALL THE REQUIREMENTS OF THE "FLORIDA BUILDING CODE 2023, 8TH EDITION.

10 IN THE EVENT THAT THERE IS A CONFLICT BETWEEN THE CONTRACT DOCUMENTS AND THE CODE, THE CODE SHALL TAKE PRECEDENCE. THE MECHANICAL CONTRACTOR SHALL STUDY THE CONTRACT DOCUMENTS AND SUBMIT A BID BASED ON WORK WHICH COMPLIES WITH ALL CODE REQUIREMENTS. ANY CONFLICTS BETWEEN THE CONTRACTOR DOCUMENTS AND THE CODE SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO BID. THE COST OF ANY WORK WHICH ARISES OUT OF ANY CHANGES DUE TO CODE REQUIREMENTS SHALL BE PAID BY THE MECHANICAL CONTRACTOR.

11 THE MECHANICAL CONTRACTOR SHALL CHECK ALL EQUIPMENT FOR CORRECT VOLTAGE RATING BEFORE INSTALLATION.

12 IT SHALL BE THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR FOR THE ADVANCE ORDERING OF LONG LEAD ITEMS SO AS NOT TO DELAY OTHER TRADES RESULTING IN ANY DOWN OR LAG TIME.

13 THE MECHANICAL CONTRACTOR SHALL FURNISH AND INSTALL ALL MINOR ITEMS WHICH ARE OBVIOUSLY AND REASONABLY NECESSARY TO COMPLETE THE INSTALLATION WHETHER OR NOT SPECIFIED AS SHOWN ON THE PLANS.

14 ALL STRUCTURAL CUTTING AND PATCHING SHALL BE DONE BY THE GENERAL CONTRACTOR.

15 THE MECHANICAL CONTRACTOR SHALL THOROUGHLY CLEAN ALL AIR CONDITIONING EQUIPMENT.

16 MECHANICAL CONTRACTOR SHALL ARRANGE TO PAY FOR ALL NECESSARY PERMITS, LICENSES AND INSPECTIONS AS REQUIRED BY THE AUTHORITY HAVING JURISDICTION.

17 ALL NEW MECHANICAL EQUIPMENT, MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ACCEPTANCE.

18 TO THE BEST OF THE ARCHITECT'S OR ENGINEER'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES.

19 TURNING VANES SHALL BE PROVIDED IN ALL SUPPLY AND RETURN DUCT RECTANGULAR ELBOWS WITH ANGLES BETWEEN 15 DEGREES AND LESS THAN 90 DEGREES PER FIG. 2-5 OF THE SMACNA MANUAL.

20 DUCT DIMENSIONS SHOWN ON DRAWINGS ARE CLEAR INSIDE DIMENSIONS.

21 DUCTWORK, DIFFUSERS, REGISTERS, GRILLES, AND OTHER ITEMS OF THE AIR HANDLING SYSTEM SHALL NOT BE SUPPORTED BY THE CEILING OR CEILING SUSPENSION SYSTEM.

22 ALL CONCEALED SUPPLY AND RETURN DUCTWORK SHALL BE EXTERNALLY INSULATED SHEET METAL CONSTRUCTION IN ACCORDANCE WITH LATEST SMACNA STANDARDS. ALL JOINTS & SEAMS SHALL BE SEALED WITH HARDCAST CCWI-181 DUCT SEALANT

23 ALL HOOD EXHAUST DUCT SHALL BE GALVANIZED STEEL.

24 UNLESS OTHERWISE NOTED, INSTALL DUCTWORK AS HIGH AS POSSIBLE, TIGHT TO BOTTOM OF STRUCTURE. COORDINATE DUCT ELEVATION WITH RAIN LEADERS, WATER PIPING, SANITARY DRAINS AND MAJOR ELECTRICAL CONDUITS.

25 PROVIDE AND INSTALL AUTOMATIC DAMPERS IN ALL OUTSIDE AIR DUCTS.

26 MAXIMUM LENGTH OF FLEXIBLE DUCT SHALL BE 8'-0".

27 VOLUME DAMPERS WITH LOCKING QUADRANTS SHALL BE INSTALLED IN ALL DUCT BRANCHES.

28 ALL INSULATION SHALL HAVE A MINIMUM FLAME SPREAD/SMOKE DEVELOPED RATING OF 25/50.

29 DUCT WRAP INSULATION SHALL BE 2.2" THICK FLEXIBLE FIBERGLASS, 0.75 PCF DENSITY.

30 FLEXIBLE DUCTWORK SHALL BE LOW PRESSURE FACTORY FABRICATED CONSISTING OF A ZINC-COATED SPRING STEEL HELIX, NON-PERFORATED INNER LINER AND 1" THICK FIBERGLASS R-6 INSULATION WITH METALIZED VAPOR BARRIER.

31 COORDINATE AIR DEVICE LOCATIONS WITH LIGHTING FIXTURES AND FIRE SPRINKLER HEADS. FINAL LOCATION SUBJECT TO THE APPROVAL OF THE ENGINEER OR HIS REPRESENTATIVE IN THE FIELD.

32 ALL SUPPLY AIR DIFFUSERS SHALL BE 4-WAY THROW UNLESS OTHERWISE NOTED.

33 INSULATE BACK PANS OF ALL DIFFUSERS.

34 ALL WALL MOUNTED THERMOSTATS AND/OR TEMPERATURE SENSORS SHALL BE INSTALLED AT AN ELEVATION OF 48" ABOVE FINISHED FLOOR TO THE TOP UNLESS OTHERWISE NOTED ON DRAWINGS. LOCATION OF THE WALL MOUNTED THERMOSTAT SHALL BE COORDINATED WITH OTHER TRADES FOR A NEAT APPEARANCE. FINAL LOCATION OF THERMOSTAT SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER OR HIS REPRESENTATIVE IN THE FIELD.

35 CONTRACTOR SHALL PROVIDE ALL SUPPLEMENTARY STEEL REQUIRED TO SUSPEND MECHANICAL EQUIPMENT AND MATERIALS.

36 CONDENSATE DRAIN PIPING SHALL BE SCHEDULE 40 PVC. PROVIDE TRAP AT THE AIR HANDLER UNIT. ROUTE TO CONDENSATE DRAIN. INSULATE WITH ½" THICK ARMAFLEX

37 THE MECHANICAL CONTRACTOR SHALL INSTALL ALL EQUIPMENT LOCATED OUTSIDE TO COMPLY WITH 2023 FLORIDA BUILDING CODE'S HIGH VELOCITY HURRICANE ZONE REQUIREMENTS FOR THE SPECIFIC WIND ZONE IN WHICH THE EQUIPMENT IS LOCATED. THE CONNECTION OF THE ROOF MOUNTED EQUIPMENT TO THE ROOF SUPPORT CURBS SHALL BE DESIGNED BY A FLORIDA REGISTERED SPECIALTY ENGINEER RETAINED BY THE MECHANICAL EQUIPMENT SUPPLIER SIGNED AND SEALED DRAWINGS AND CALCULATIONS ARE TO BE SUBMITTED TO THE FLORIDA REGISTERED STRUCTURAL ENGINEER OF RECORD HIRED BY THE MECHANICAL PRIME CONTRACTOR SHALL PROVIDE THE ATTACHMENT OF THE EQUIPMENT SUPPORT CURBS TO THE STRUCTURE, AS WELL AS MAKE PROVISIONS IN THE DESIGN FOR THE EXISTING BUILDING'S ROOF STRUCTURE (AS NEEDED) TO ACCOMMODATE THE LOADS AND ATTACHMENTS SUBMITTED BY THE EQUIPMENT SUPPLIER.

38 AT THE CONCLUSION OF THE INSTALLATION THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL A COMPLETE CERTIFIED TEST AND BALANCE REPORT FROM AN AGENCY HAVING A MINIMUM OF THREE YEARS EXPERIENCE. REPORT SHALL ITEMIZE THE PERFORMANCE OF EACH AIR DEVICE AND A/C UNIT WITH REGARD TO CFM, STATIC PRESSURE AND TEMPERATURE.

39 INSULATE ALL REFRIGERANT PIPING WITH CLOSED CELL PIPE INSULATION (ARMAFLEX), USE 1" THICK FOR PIPE SIZES UP TO 2", USE 1-1/2" THICK FOAM FOR PIPE SIZES 2-1/2" AND LARGER. COVER ALL EXTERIOR INSULATION WITH A PROTECTIVE ALUMINUM JACKET.

OVEN HOOD SCHEDULE

MARK	–	H-1
DIMENSION	WIDTH x LENGTH	54" X 144"
MANUFACTURER	–	ECON-AIR
MODEL	–	ES-VHB-G-PSP-F
SUPPLY FAN		
MARK	–	HSF-1
AIR FLOW	CFM	1460
MANUFACTURER	–	ECON-AIR
MODEL	–	EA-A1-18Z
MOTOR	H.P.	1.675
ELECTRICAL	V/ø/Hz	240/1/60
CONTROL	–	INTERLOCK W/ HEF-1
EXHAUST FAN		
MARK	–	HEF-1
AIR FLOW	CFM	1800
MANUFACTURER	–	ECON-AIR
MODEL	–	EADU85H
MOTOR	H.P.	0.75
ELECTRICAL	V/ø/Hz	240/1/60
CONTROL	–	WALL SWITCH
NOTES	(#)	(1) (2) (3) (4)

(1) TYPE II HOOD WITH MAKE-UP AIR. PROVIDE WITH UTILITY CABINET, 100% 430 STAINLESS STEEL CONSTRUCTION MAKE-UP AIR PLENUM AND SKIRT BETWEEN HOOD AND CEILING.

(2) PROVIDE UPBLAST EXHAUST FAN WITH DISCONNECT.

(3) PROVIDE MAKE-UP AIR FAN WITH WEATHER HOOD, DISCONNECT, AND METAL MESH FILTERS.

(4) COORDINATE CURB REQUIREMENTS WITH METAL ROOF MANUFACTURER.

* APPROVED EQUAL: SHALL BE GREENHECK

SPLIT SYSTEM A/C SCHEDULE

AIR HANDLING UNIT DATA				
MARK	–	AHU-1	AHU-2	AHU-3
AREA SERVED	–	MATERIAL TESTING	OFFICES	STAFF COMBINE
TOTAL CAPACITY	BTUH	54,500	46,100	38,400
SENSIBLE CAPACITY	BTUH	37,800	34,500	26,600
SUPPLY AIR	CFM	1590	1480	1110
OUTSIDE AIR	CFM	240	220	180
ENTERING AIR TEMP DB/WB	°F/°F	78.0/65.5	78.0/65.5	78.0/65.5
EXT. STATIC PRESSURE	IN. H_2O	0.5	0.75	0.75
MOTOR	H.P.	3/4	3/4	1/2
ELECTRICAL	V/ø/Hz	240/1/60	240/1/60	240/1/60
HEATER	KW/STAGES	5.8/1	5.8/1	5.8/1
FILTER TYPE	–	1"-MERV 8	1"-MERV 8	1"-MERV 8
WEIGHT	LBS.	174	174	144
MANUFACTURER	–	TRANE	TRANE	TRANE
MODEL NO.	–	TEM4B0C60	TEM4B0C60	TEM4A0C43
CONDENSING UNIT DATA				
MARK	–	CU-1	CU-2	CU-3
OUTDOOR TEMP.	°F	95	95	95
LIQUID LINE (SIZE)	IN. O.D.	(3)	(3)	(3)
SUCTION LINE (SIZE)	IN. O.D.	(3)	(3)	(3)
ELECTRICAL	V/ø/Hz	240/1/60	240/1/60	240/1/60
SEER	–	14.3	14.3	14.3
M.C.A	A	32	32	20
WEIGHT	LBS.	277	277	212
MANUFACTURER	–	TRANE	TRANE	TRANE
MODEL NO.	–	4TTR4060	4TTR4060	4TTR4042
NOTES	(#)	(1) (2) (4)	(1) (2) (4)	(1) (2) (4)

(1) PROVIDE AND INSTALL IN VERTICAL CONFIGURATION.

(2) PROVIDE WITH FACTORY INSTALLED ELECTRIC HEATER, SINGLE POINT POWER CONNECTION AND FACTORY THERMOSTAT. DUAL POINT POWER CONNECTION WILL NOT BE ACCEPTED.

(3) VERIFY WITH UNIT MANUFACTURER.

(4) PROVIDE WITH SELF-CLEANING PLASMA FILTER. FILTER SHALL BE MANUFACTURED BY GLOBAL PLASMA SOLUTIONS (OR APPROVED EQUAL.)

* APPROVED EQUALS SHALL BE CARRIER, LENNOX AND TEMPMASTER..

EXHAUST FAN SCHEDULE

MARK	–	EF-1	EF-2	EF-3
SERVICE	–	EXHAUST	EXHAUST	EXHAUST
AREA SERVED	–	TOILET 108	TOILET 109	JAN 107
AIR QUANTITY	CFM	80	80	80
EXT. STATIC PRESS.	IN. H_2O	0.50	0.50	0.50
FAN TYPE	–	CEILING VENT	CEILING VENT	CEILING VENT
DRIVE	–	DIRECT	DIRECT	DIRECT
SONES	–	2.7	2.7	2.7
MOTOR	H.P./WATTS	80.2 W	80.2 W	80.2 W
MOTOR SPEED	RPM	950	950	950
ELECTRICAL	V/ø/HZ	120/1/60	120/1/60	120/1/60
CONTROL	–	INTERLOCK W/ LIGHTS	INTERLOCK W/ LIGHTS	INTERLOCK W/ LIGHTS
MANUFACTURER	–	GREENHECK	GREENHECK	GREENHECK
MODEL	–	SP-B110	SP-B110	SP-B110
NOTES	(#)	(1) (2)	(1) (2)	(1) (2)

(1) PROVIDE AND INSTALL WITH DISCONNECT, BACK DRAFT DAMPER AND WHITE GRILLE.

(2) PROVIDE AND INSTALL SOLID STATE SPEED CONTROL AT FAN FOR BALANCING.

* APPROVED EQUALS SHALL BE COOK, CAPTIVAIRE AND PENN.

MECHANICAL LEGEND

SYMBOL	DESCRIPTION
	NEW DUCTWORK, PIPING, OR EQUIPMENT
	FLEXIBLE DUCT
	SUPPLY OR OUTSIDE AIR DUCT SECTION
	RETURN DUCT SECTION
	EXHAUST DUCT SECTION
	SUPPLY AIR DEVICE. CLEAR TRIANGLE SIDES INDICATE AIR FLOW PATTERN
	RETURN AIR DEVICE
	EXHAUST AIR DEVICE
	UNDERCUT DOOR 3/4"
	AIRFLOW DIRECTION
AHU-#	EQUIPMENT IDENTIFICATION MARK
(#)	MECHANICAL NOTE – NUMBER
(T)	WALL MOUNTED THERMOSTAT
	VOLUME DAMPER
(M)	MOTORIZED DAMPER

AIR DEVICE SCHEDULE

MARK	TYPE	MATERIAL	FINISH	MANUFACTURER AND MODEL	REMARKS
AD-1	CEILING SUPPLY	ALUMINUM	WHITE BAKED ENAMEL	TITUS OMNI	(1) (4)
AD-2	CEILING RET./EXH.	ALUMINUM	WHITE BAKED ENAMEL	TITUS 350RL	(2)
AD-3	CEILING SUPPLY	ALUMINUM	WHITE BAKED ENAMEL	TITUS OMNI	(3) (4)
AD-4	SIDEWALL SUPPLY	ALUMINUM	WHITE BAKED ENAMEL	TITUS 300FL	(5)

(1) PROVIDE 24x24 MODULE WITH ROUND NECK TRANSITION. SEE PLANS FOR NECK SIZES.

(2) PROVIDE 24x24 MODULE, WITH 22x22 NECK.

(3) PROVIDE 12x12 MODULE WITH 6" ROUND NECK TRANSITION.

(4) PROVIDE WITH R-6 BACKPAN INSULATION

(5) SEE FLOOR PLAN FOR NECK SIZES.

* APPROVED EQUALS SHALL BE METALAIRE AND NAILOR.

MINI-SPLIT SCHEDULE

AIR HANDLING UNIT DATA		
MARK	–	A/C-1
AREA SERVED	–	DATA ROOM
TOTAL COOLING CAPACITY	BTUH	12,000
SUPPLY AIR	CFM	260
MOTOR (MCA)	A	1.0
ELECTRICAL	V/ø/HZ	208/1/60
FILTER TYPE	–	AT GRILLE
WEIGHT	LBS.	29
MANUFACTURER	–	MITSUBISHI
MODEL NO.	–	MSZ-FS12NA
CONDENSING UNIT DATA		
MARK	–	CCU-1
OUTDOOR TEMP.	°F	95
ELECTRICAL	V/ø/HZ	208/1/60
SEER	–	20.5
M.C.A.	A	10
WEIGHT	LBS.	83
MANUFACTURER	–	MITSUBISHI
MODEL NO.	–	MUZ-FS12NA
NOTES	(#)	(1)

(1) PROVIDE WITH FACTORY THERMOSTAT. DRAIN CONDENSATE TO WALL BOX / STORM DRAINAGE BY OTHERS.

* APPROVED EQUALS SHALL BE TRANE , LG AND CARRIER.

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR95076

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND THE PROPERTY OF STA AND WERE CREATED. ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY, INDIVIDUAL, PARTNERSHIP, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK INCLUDES PROTECTION AGAINST UNAUTHORIZED CONSTRUCTION OF BUILDINGS EMBODYING THE WORK FOR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER SECTION 806.13 FLORIDA STATUTES AND SECTION 102 OF THE COPYRIGHT ACT. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF 12-2nJU-11 ET. SEQ. AND OTHER APPLICABLE LAWS. THESE DRAWINGS, SPECIFICATIONS, AND PLANS (DISCLOSED AND COPYRIGHTED MATERIAL) MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THESE DIMENSIONS AND CONDITIONS. SHOP DRAWINGS AND DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION, THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

MICHAEL CURKAN, P.E.
FLORIDA PE NO. 45846

INSPECTION AND TESTING BUILDING
FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #: 2306

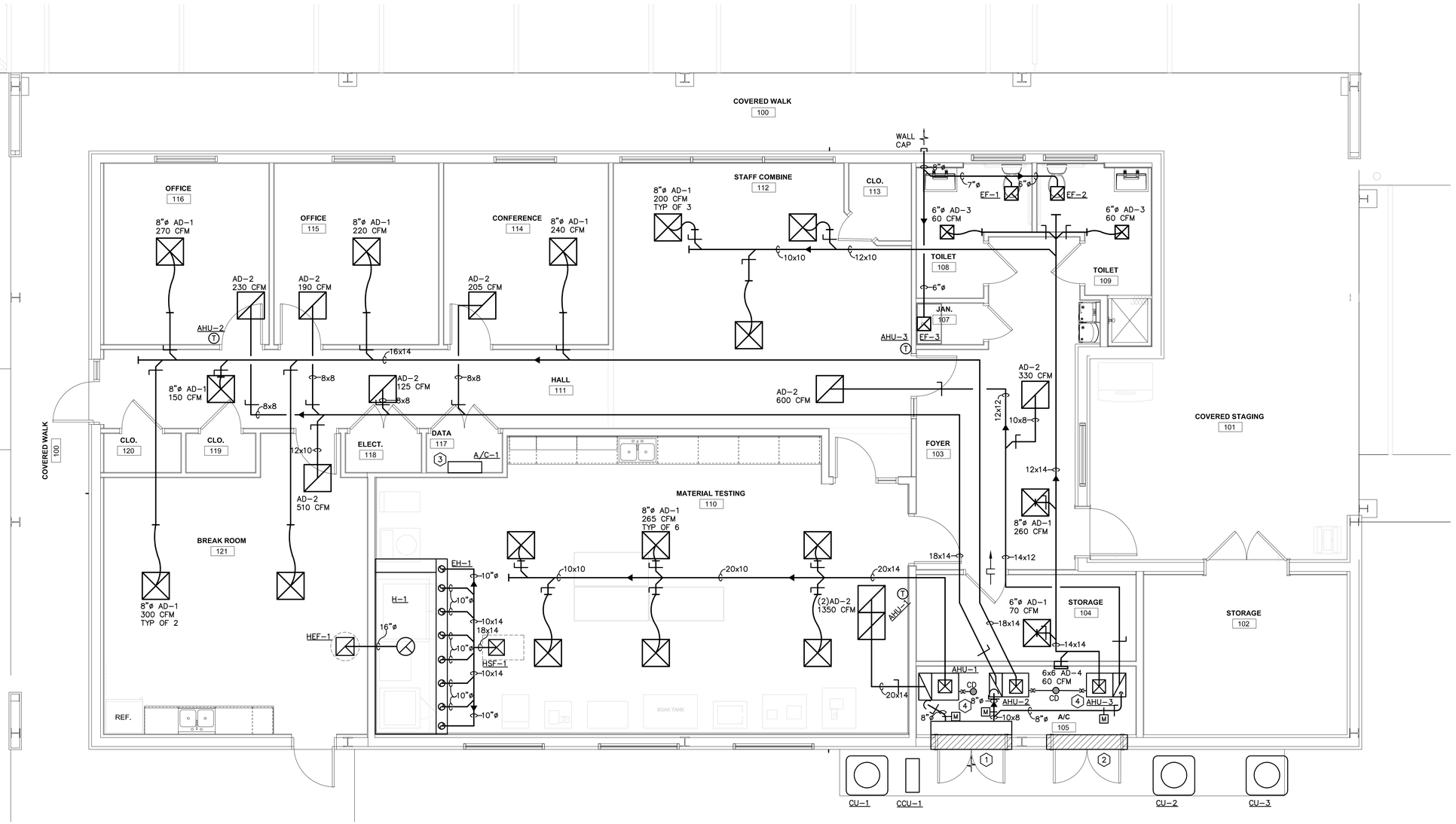
PROJECT MGR.: MJC

#	DATE	ISSUED AS
1	07.08.24	DD
2	03.14.25	100% C.D.'S
3	04.22.25	OWNER CMMTS

MECHANICAL NOTES, SCHEDULES AND LEGENDS

M-101

PYRAMID ENGINEERING CONSULTING ENGINEERS
5596 Rio Vista Drive
Clearwater, Florida 33760
(727) 531-2989 * Reg. No. EB6890
pyramid@pyramidengineering.org



FLOOR PLAN – MECHANICAL

SCALE: 1/4"=1'-0" /4602-M-201

MECHANICAL NOTES:

1. NEW 72x12 INTAKE LOUVER, GREENHECK MODEL EHV-550D (OR APPROVED EQUAL). PROVIDE WITH 12" DEEP, FULL SIZE PLENUM. VERIFY COLOR WITH PROJECT ARCHITECT. COORDINATE FINAL LOUVER SIZE WITH ARCHITECTURAL DRAWINGS.
2. NEW 72x12 DECORATIVE LOUVER, GREENHECK MODEL EHV-550D (OR APPROVED EQUAL). BLANK INSIDE OF LOUVER WITH SHEET METAL. PAINT INTERIOR FACE OF SHEET METAL FLAT BLACK. PROVIDE 1" THICK FOIL BACKED URETHANE FOAM RIGID BOARD ON INTERIOR SIDE OF BLANK PLATE.
3. ROUTE CONDENSATE TO WALL BOX.
4. ROUTE CONDENSATE TO CONDENSATE DRAIN.

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3921
PH: [863] 6654205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96376

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED FOR USE SOLELY IN CONNECTION WITH THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED FOR USE SOLELY IN CONNECTION WITH THE PROJECT. THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY, INDIVIDUAL, PARTNERSHIP, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED AS A WORK-FOR-HIRE OR UNDER A JOINT WORK AGREEMENT LASTS FOR 70 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER SECTION 817.52 OF THE FLORIDA STATUTES. SECTION 688.002 STATES: "UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF LCJ&Jx3=1 ET.SEQ. AND OTHER APPLICABLE LAWS. ALL ARCHITECTURAL WORKS, DRAWINGS, AND PLANS CONCEIVED ARE COPYRIGHTED AND WHEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND/OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

MICHAEL CURKAN, P.E.
FLORIDA PE NO. 45846

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

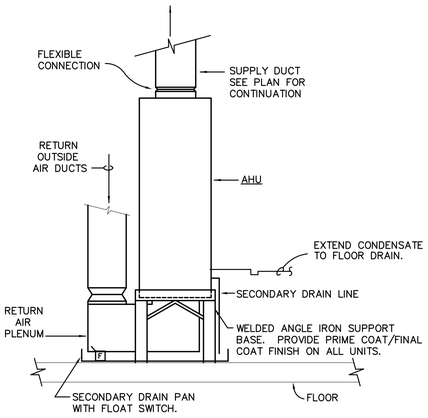
STA PROJECT #:	2306
PROJECT MGR.:	MJC

#	DATE	ISSUED AS
1	07.08.24	DD
2	03.14.25	100% C.D.'S
3	04.22.25	OWNER CMMTS

MECHANICAL FLOOR PLAN

M-201

PYRAMID ENGINEERING
CONSULTING ENGINEERS
5596 Rio Vista Drive
Clearwater, Florida 33760
(727) 531-2989 * Reg. No. EB6890
pyramid@pyramidengineering.org

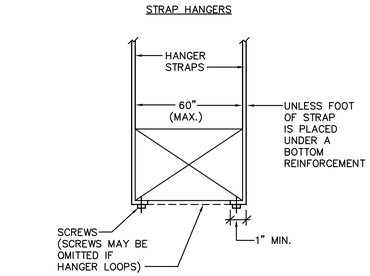


AIR HANDLING UNIT DETAIL

NOT TO SCALE

NOTES:

1. DO NOT INSTALL SECONDARY DRAIN PAN UNTIL FIRST COAT OF FLOOR PAINT/FINISH HAS BEEN APPLIED.
2. CONSTRUCT SECONDARY DRAIN PAN FROM GALVANIZED SHEET METAL (18 GA. MIN). SOLDER ALL JOINTS, PAN TO BE WATERTIGHT.



REINFORCEMENT MAY BE USED FOR ATTACHMENT IF IT QUALIFIES FOR BOTH DUTIES.

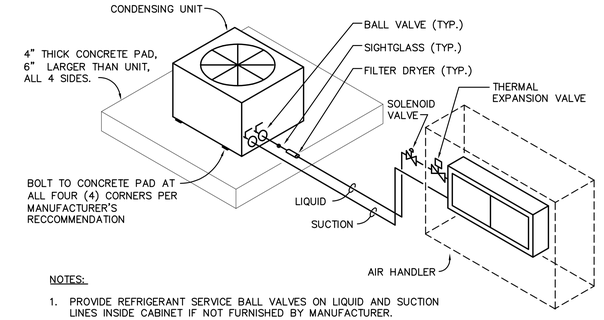
DO NOT EXCEED ALLOWABLE LOAD LIMITS.

NOTE:
REFER TO SMACNA HVAC DUCT CONSTRUCTION STANDARDS MANUAL, CHAPTER 4.

LOWER HANGER ATTACHMENTS

NOT TO SCALE

NOTE:
HORIZONTAL DUCTS SHALL BE SUPPORTED WITHIN 2'-0" OF EACH ELBOW , 4'-0" OF EACH BRACH INTERSECTION AND A MAXIMUM OF 8'-0" FOR ALL STRAIGHT RUNS OF DUCT.



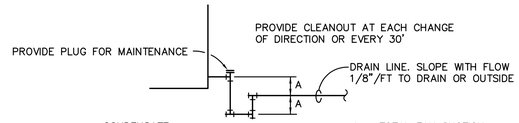
NOTES:

1. PROVIDE REFRIGERANT SERVICE BALL VALVES ON LIQUID AND SUCTION LINES INSIDE CABINET IF NOT FURNISHED BY MANUFACTURER.
2. REFRIGERANT LINES SHALL BE SIZED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS FOR STATIC LIFTS AND TOTAL LENGTHS REQUIRED.

MECHANICAL EQUIPMENT WIND PRESSURES (PSF)		ATTACHMENT OF ALL OUTDOOR MECHANICAL EQUIPMENT SHALL BE SPECIFIED BY EQUIPMENT MANUFACTURER TO MEET THE WIND PRESSURE REQUIREMENTS FOR THE FLORIDA MECHANICAL BUILDING CODE, 2020 EDITION – 7TH EDITION, SECTION 301.15
VERTICAL UPLIFT PRESSURE (PSF)	145 PSF	
HORIZANTAL PRESSURE (PSF)	114 PSF	

REFRIGERANT PIPING ISOMETRIC

NOT TO SCALE

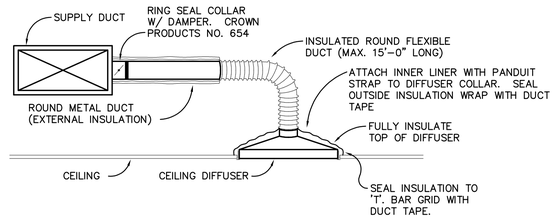


MAX. TONS	CONDENSATE PIPE SIZE
2	3/4"
5	1"
30	1 1/4"
50	1 1/2"

A = TOTAL FAN SUCTION PRESSURE + 1 INCH

CONDENSATE DRAIN TRAP DETAIL

NOT TO SCALE



CEILING DIFFUSER RUNOUT DETAIL

NOT TO SCALE

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3921
PH: [863] 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR95076

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED FOR USE SOLELY IN CONNECTION WITH THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED FOR USE SOLELY IN CONNECTION WITH THE PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER PERSON, FIRM, ASSOCIATION, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 EXTENDS TO THE DESIGN AS EMBODIED IN BUILDINGS, YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER SECTION 543.535 OF THE FLORIDA STATUTES. IN ADDITION, ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF 688.002-.003 ET. SEQ. AND OTHER APPLICABLE LAWS. THE ARCHITECTURAL WORKS, DRAWINGS, AND PLANS CONCEIVED AND COPYRIGHTED HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

MICHAEL CURKAN, P.E.
FLORIDA PE NO. 45846

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	MJC

#	DATE	ISSUED AS
1	07.08.24	DD
2	03.14.25	100% C.D.'S

MECHANICAL DETAILS

M-301

PYRAMID ENGINEERING
CONSULTING ENGINEERS
5596 Rio Vista Drive
Clearwater, Florida 33760
(727) 531-2989 * Reg. No. EB6890
pyramid@pyramidengineering.org

PLUMBING GENERAL NOTES AND SPECIFICATIONS:

- CONTRACTOR SHALL PROVIDE COMPLETE PLUMBING SYSTEMS AS DETAILED. WORK CONSISTS OF FURNISHING ALL MATERIALS, EQUIPMENT, AND SERVICES REQUIRED FOR COMPLETE SYSTEMS.
- FLOOR PLANS SHOW APPROXIMATE LOCATION AND LAYOUT OF EXISTING PIPING ETC. CONTRACTOR SHALL VERIFY THE LOCATION OF THE SANITARY, WATER SERVICE AND VENTING SYSTEM PRIOR TO STARTING WORK.
- CONTRACTOR SHALL COORDINATE ALL PIPING LOCATIONS AND INVERT ELEVATIONS WITH FOOTINGS AND FOUNDATIONS BEFORE INSTALLING AND ADJUST AS REQUIRED.
- ARCHITECTURAL DRAWINGS TAKE PRECEDENCE OVER PLUMBING DRAWINGS WITH REFERENCE TO BUILDING CONSTRUCTION. PLUMBING DRAWINGS (PLANS, DIAGRAMS, ETC.) ARE DIAGRAMMATIC AND SHOULD NOT BE SCALED. THE CONTRACTOR SHALL COORDINATE ALL WORK UNDER THIS CONTRACT.
- COORDINATE WORK WITH OTHER TRADES TO AVOID CONFLICTS.
- IF ANY DISCREPANCIES SHOULD EXIST THE CONTRACTOR SHALL NOTIFY THE ARCHITECT PRIOR TO BIDDING.
- NECESSARY REQUIRED PLUMBING ITEMS THAT ARE NOT SHOWN ON THE DRAWINGS DOES NOT RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITY TO INSTALL A COMPLETE OPERATING PLUMBING SYSTEM.
- PROVIDE ALL CUTTING REQUIRED FOR THE INSTALLATION OF PLUMBING WORK. FINISH PATCHING SHALL BE COORDINATED WITH THE GENERAL CONTRACTOR.
- DOMESTIC WATER PIPING SHALL BE: TYPE "K" COPPER BELOW GRADE, WITH VINYL SLEEVE FOR ANTI-CORROSION, AND TYPE "L" ABOVE GROUND WITH WROUGHT COPPER FITTINGS (ASTM B16.22-89) AND SOLDER JOINTS.
- COPPER PIPING INSTALLED WITHIN BLOCK WALLS OR IN CONTACT WITH CONCRETE SHALL BE INSTALLED WITH 4 MIL POLYETHYLENE PIPE GUARD. BLUE FOR COLD WATER AND RED FOR HOT WATER.
- INSULATE ALL HOT WATER PIPING WITH 1" THICK HIGH DENSITY FIBERGLASS INSULATION WITH, FACTORY APPLIED VAPOR BARRIER ALL SERVICE JACKET.
- ALL SOIL, WASTE, AND VENT PIPING SHALL BE SCHEDULE 40 PVC DWV (ASTM-2665) WITH SOLVENT WELDED JOINTS.
- ALL HORIZONTAL SOIL AND WASTE PIPING 2 1/2" IN DIAMETER AND LESS SHALL HAVE A SLOPE OF 1/4" PER ONE FOOT LENGTH OF PIPE. ALL PIPING 3" IN DIAMETER AND LARGER SHALL HAVE A SLOPE OF 1/8" PER ONE FOOT LENGTH OF PIPE.
- PROVIDE INTERIOR AND EXTERIOR CLEANOUT AS REQUIRED BY CODE.
- UNLESS OTHERWISE NOTED ALL PIPING SHALL BE RUN IN CONCEALED SPACES.
- IDENTIFY ALL PIPING WITH PERMANENT MARKERS.
- STERILIZE ALL WATER PIPING IN ACCORDANCE WITH HEALTH DEPARTMENT REGULATIONS.
- TEST ALL WATER PIPING AT 100 PSIG FOR SIX HOURS OR AS REQUIRED BY THE JURISDICTION.
- PROVIDE SERVICE VALVES AT EACH BRANCH SUPPLY LINE AS SHOWN ON PLANS. ALL VALVES, CHECK STOPS, ETC. SHALL BE RATED FOR 125 LB SERVICE. VALVES SHALL BE BALL OR GATE TYPE, GLOBE VALVES ARE NOT ACCEPTABLE. VALVES SHALL BE INSTALLED IN AN ACCESSIBLE LOCATION FOR SERVICING AND OPERATION.
- ALL WATER PIPING SHALL BE SUPPORTED RIGIDLY AND IN LINE FROM BUILDING STRUCTURE. OFFSET PIPING TO AVOID STRUCTURAL MEMBERS, CANTS, FLASHING, MECHANICAL AND ELECTRICAL EQUIPMENT, ETC, EQUAL TO GRINNEL.
- FINAL PIPING ROUTING SHALL BE COORDINATED WITH THE GENERAL CONTRACTOR.
- ALL FIXTURES AND EQUIPMENT SHALL HAVE SHUT-OFF VALVES AT OR NEAR EQUIPMENT.
- PROVIDE CHROME PLATED STOPS AND SUPPLIES AT ALL WATER CLOSETS, SINKS AND LAVATORIES.
- CHROME PLATED ESCUTCHEONS AND NIPPLES ARE REQUIRED AT ALL FLOOR AND WALL PENETRATIONS.
- GATE VALVES SHALL BE #125 BRONZE WITH UNION BONNET.
- PROVIDE AND INSTALL HAMMER ARRESTORS AT FIXTURE GROUPS. INSTALL AIR CHAMBERS AT INDIVIDUAL FIXTURES.
- PLUMBING CONTRACTOR SHALL ARRANGE TO PAY FOR ALL NECESSARY PERMITS, LICENSES, AND INSPECTIONS AS REQUIRED BY THE CITY.
- ALL NEW PLUMBING EQUIPMENT, MATERIALS, AND WORKMANSHIP SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM DATE OF ACCEPTANCE.
- MAINTAIN AS-BUILT DRAWINGS, DAILY. SUBMIT TO ARCHITECT/OWNER AFTER COMPLETION OF ALL WORK.
- AT THE COMPLETION OF THE INSTALLATION OF THE NEW POTABLE WATER SYSTEM, THE ENTIRE SYSTEM SHALL BE DISINFECTED IN COMPLIANCE WITH SECTION 610 OF THE STANDARD PLUMBING CODE.
- THOROUGHLY FLUSH AND TEST EXISTING UNDERGROUND SANITARY PIPING. TEST TO INCLUDE A VISUAL INSPECTION OF FLOW.
- ALL WORK SHALL COMPLY WITH ALL LOCAL AND STATE CODES, INCLUDING THE 2023 FLORIDA BUILDING CODE, 8TH EDITION.
- TEST SANITARY, WASTE AND VENT PIPING USING A 10 FOOT WATER COLUMN FOR 2 HOURS OR AS REQUIRED BY THE JURISDICTION.
- TO THE BEST OF THE ARCHITECT'S OR ENGINEER'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES.
- THE WATER SERVICE TO THE SITE IS EXISTING.
- THE MAIN BACKFLOW PREVENTER IS EXISTING TO REMAIN.
- THE SITE WATER METER IS EXISTING TO REMAIN.
- INSTALL REQUIRED VACUUM BREAKERS AS SUPPLIED AND RECOMMENDED BY KITCHEN EQUIPMENT SUPPLIER, AND STATE AND LOCAL CODES AND REQUIREMENTS. IF VACUUM BREAKERS ARE NOT SUPPLIED, CONTRACTOR SHALL FURNISH.
- CONTRACTOR TO INCLUDE COST FOR CUTTING SLAB TO ACCOMMODATE NEW PIPING.
- CONTRACTOR SHALL REMOVE EXISTING FIXTURES AND TURN OVER TO THE OWNER, AND REMOVE PIPING, AND ACCESSORIES TO FACILITATE AND CLEAN-UP OF CEILINGS, WALL, FLOOR, ETC. AND INSTALL NEW FIXTURES AS REQUIRED.
- CONTRACTOR SHALL PROVIDE ANY AND ALL, FIXTURES, PIPING AND ACCESSORIES DAMAGED IN REMOVAL OR NEEDED TO RESTORE INSTALLATION TO ORIGINAL CONDITION.
- CONTRACTOR TO INSTALL NEW PLUMBING FIXTURES, VALVE AND CONNECT WATER AND WASTE TO EXISTING PIPING. VERIFY LOCATION OF EXISTING PIPING IN FIELD, MODIFY PIPING AS REQUIRED TO MAKE CONNECTION TO NEW FIXTURES, INCLUDE ALL COST. RELOCATE SHUT-OFF VALVE FOR WATER IN ACCESSIBLE LOCATION.

PLUMBING FIXTURE NOTES:

1. MOUNTING HEIGHT AS SCHEDULED OR DETAILED.
2. TRAPS, SUPPLIES AND ALL OTHER EXPOSED PIPING SHALL BE CAST BRASS WITH A POLISHED CHROME FINISH. ACCEPTABLE MANUFACTURERS INCLUDE McGUIRE OR APPROVED EQUAL.
3. ALL EXPOSED PIPING BELOW WALL MOUNTED LAVATORIES SHALL BE INSTALLED WITH ADA COMPLIANT PIPE WRAP KIT. SYSTEM SHALL BE PVC RESIN SEAMLESS CONSTRUCTION MFG BY PRO-WRAP OR APPROVED EQUAL.
4. WALL MOUNTED LAVATORIES SHALL BE INSTALLED WITH FLOOR MOUNTED CARRIERS AT ALL LOCATIONS
5. PROVIDE FLUSH CONTROLS ON THE WIDE SIDE OF TOILETS.
6. COORDINATE INSTALLATION OF COUNTER MOUNTED SINKS WITH GENERAL CONTRACTOR. DO NOT CUT CABINET SUPPORT ELEMENTS WITHOUT APPROVAL OF THE ARCHITECT.
7. PLUMBING CONTRACTOR SHALL USE ONE MANUFACTURER FOR EACH FIXTURE TYPE.
8. PROVIDE AND INSTALL APPROPRIATE MIXING VALVE FOR ALL NEW AND REPLACED LAV'S AND SINKS.

*MANUFACTURER AND MODEL NUMBERS ARE SHOWN AS BASIS OF DESIGN. ANY OTHER ALTERNATES SUBMITTED SHALL BE SIMILAR IN QUALITY AND DESIGN AND WILL BE SUBJECT TO APPROVAL BY THE ARCHITECT AND ENGINEER.

PLUMBING LEGEND

DESCRIPTION	ABBREV.	SYMBOL
SANITARY PIPING	SAN	
HOT WATER PIPING – 110°	HW	110°
COLD WATER PIPING	CW	
VENT PIPING	V	
FILTERED WATER SUPPLY	F	F
CLEAN OUT	CO	
TEE UP		
TEE DOWN		
90° UP		
90° DOWN		
WATER HAMMER ARRESTOR (LETTER DENOTES SIZE, SEE SCHEDULE)	–	A B C D E F
SHUT-OFF/GATE VALVE	GV	
NEW CONNECTION		
THERMOSTATIC MIXING VALVE		104°
FLOOR DRAIN/FLOOR SINK	FD/FS	

HAMMER ARRESTOR SCHEDULE

ZURN SHOKTROL Z-1700 SERIES	SIZE 100	SIZE 200	SIZE 300	SIZE 400	SIZE 500	SIZE 600
P.D.I. SYMBOLS*	A	B	C	D	E	F
FIXTURE-UNIT RATING	1-11	12-32	33-60	61-113	114-154	155-330

* CLASSIFICATIONS ESTABLISHED BY THE PLUMBING AND DRAINAGE INSTITUTE "STANDARD P.D.I.-WH201" APPROVED EQUALS SHALL BE J.R. SMITH & WADE.

WATER HEATER SCHEDULE

MARK	FIXTURE	COLD	HOT	DESCRIPTION	APPROVED MANUFACTURERS
WH-1	ELECTRIC WATER HEATER	3/4"	3/4"	**WATER HEATER:** ELECTRIC HEATER, 240V-1ø, 8.0 KW, 30 GALLON TANK CAPACITY, ANODE ROD, BRASS DRAIN VALVE AND ASME T&P RELIEF VALVE	**A. O. SMITH** NO. DEL-30 **RHEEM/RUUD** **STATE**

MIXING VALVE SCHEDULE

MANUFACTURER	MODEL SERIES	TEMP. SETTING	ASSE LISTING	SERVES
WATTS	LFMMV	110°F	1070	BREAK ROOM SINK (LOCATE BELOW SINK IN CABINET)
WATTS	LFMMV	104°F	1070	LAVS/SINKS (LOCATE BELOW LAV'S WITH ACCESS PANEL)

*APPROVED EQUALS SHALL BE ZURN, SYMMONS AND BRADLEY

PLUMBING ACCESSORY SCHEDULE

MARK	FIXTURE	DESCRIPTION	APPROVED MANUFACTURERS
WCO	WALL CLEANOUT	**WALL CLEANOUT:** PVC BODY, GAS AND WATERTIGHT THREAD PLUG, 7"ø SMOOTH STAINLESS STEEL ACCESS COVER WITH SECURING SCREW	**ZURN-LC** NO. C02411-PV4 (BODY) NO. C02530-SS7 (COVER) **WATTS** NO. C044
FCO	FLOOR CLEANOUT	**FLOOR CLEANOUT:** 5" SQUARE TOP, PVC BODY, AND HEAD WITH NICKEL BRONZE FRAME AND SCORIATED COVER	**ZURN-LC** NO. C02452-ST-PVC **WATTS** NO. C0-200-S-4-NH-60
ECO	EXTERIOR CLEANOUT	**EXTERIOR CLEANOUT:** HEAVY DUTY DURA-COATED CAST IRON BODY WITH ROUND CAST IRON SCORIATED TOP, ADJUSTABLE GAS AND WATER TIGHT BRONZE THREADED PLUG	**ZURN-LC** NO. C02510-P04 **WATTS** NO. C05-2-NH
CD	CONDENSATE DRAIN	**CONDENSATE DRAIN:** 7" ROUND RAISED LIP STRAINER WITH 1" RECESSED GRATE, CAST IRON BODY & DRAIN ADAPTOR TO ALLOW USE OF OPTIONAL TYPE "I" STRAINER. PROVIDE DEEP SEAL TRAP. INCLUDE BACKWATER VALVE.	**ZURN-LC** NO. FD2321-P03-JP2321 **WATTS** NO. FD7-6R-4-PVC-E
RP	HOT WATER RECIRCULATION PUMP	**RECIRCULATION PUMP:** INLINE CENTRIFUGAL, ALL BRONZE CONSTRUCTION, 1/6 HP, 120V-1ø, 2.5 GPM AT 29 FEET OF HEAD	**GRUNDFOS** NO. UPS26-99
FS	FLOOR SINK (KITCHEN)	**FLOOR SINK:** PVC BODY, 12x12x6 DEEP, COMPLETE WITH SEDIMENT BUCKET, DEEP SEAL TRAP; CONTRACTOR TO COORDINATE HALF GRATE WITH DRAIN FROM EQUIPMENT FURNISHED	**ZURN-LC** NO. FD2370-PV3-H-Y **WATTS** NO. FS56-3-PVC-2G-B
AAV	AIR ADMITTANCE VALVE	**AIR ADMITTANCE VALVE:** ABS VALVE WITH SILICONE MEMBRANE AND INSECT SCREEN.	**STUDOR** REDI-VENT
FD1	FLOOR DRAIN	**FLOOR DRAIN:** 5" SQUARE STRAINER, C.I. BODY, CAST IRON COLLAR, ADJUSTABLE NICKEL BRONZE TOP, PROVIDE TRAP PRIMER (SEE DETAIL)	**ZURN-LC** NO. ZN415-3NL-5B-P **WATTS** NO. FD15-5S2-3PT

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3921
PH: [863] 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR95076

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED FOR USE SOLELY WITH RESPECT TO THE IDEAS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED FOR USE SOLELY WITH RESPECT TO THE PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONSTRUCTION COMPANY, DEVELOPMENT COMPANY, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR ALL ARCHITECTURAL WORKS CREATED IN CONNECTION WITH THE CONSTRUCTION OF BUILDINGS, INCLUDING BUT NOT LIMITED TO THE IDEAS, DESIGNS, ARRANGEMENTS, PLANS, AND DRAWINGS FOR SUCH BUILDINGS, SHALL EXIST FOR THE LIFE OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER SECTION 831.02, FLORIDA STATUTES, PUNISHABLE BY FINE OR IMPRISONMENT. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF 18 U.S.C. § 1832, AND OTHER APPLICABLE LAWS. THE IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS CREATED ARE COPYRIGHTED AND MAY BE PENDING PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND/OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

MICHAEL CURKAN, P.E.
FLORIDA PE NO. 45846

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #: 2306

PROJECT MGR.: MJC

#	DATE	ISSUED AS
1	07.08.24	DD
2	03.14.25	100% C.D.'S
3	04.22.25	OWNER CMMTS

PLUMBING NOTES, SCHEDULES AND LEGENDS

P-101

PYRAMID ENGINEERING CONSULTING ENGINEERS
5596 Rio Vista Drive
Clearwater, Florida 33760
(727) 531-2989 * Reg. No. EB6890
pyramid@pyramidengineering.org

PLUMBING FIXTURE AND PIPE SIZING SCHEDULE

MARK	FIXTURE	TRAP	VENT	COLD	HOT	DESCRIPTION	APPROVED MANUFACTURERS
P-1	WATER CLOSET BARRIER FREE	INTEGRAL	AS SHOWN ON PLANS	1/2"	---	**WATER CLOSET:** FLOOR MOUNTED, GRAVITY FLUSH TANK, ELONGATED, WHITE VITREOUS CHINA, PRESSURE ASSISTED SIPHON ACTION, CLOSE-COUPLED BOLT CAPS, 1.1 GPF, 16 1/2" HIGH. PROVIDE TANK WITH TRIP LEVER TO WIDE SIDE OF TOILET AREA. **SEAT:** FINISH WHITE, EXTRA HEAVY DUTY PLASTIC FOR ELONGATED BOWL, OPEN FRONT LESS COVER, SELF-SUSTAINING STAINLESS STEEL CHECK HINGE. TOP OF SEAT 17 1/2" AFF	**AMERICAN STANDARD** CADET NO. 2467.016 **KOHLER** HIGHLINE NO. K-4304 (BOWL) K-4645 (TANK) **KOHLER** NO. K-4731-SC **OLSONITE** NO. 95SS **BENEKE** NO. 527SS **BEMIS** NO. 1655SSCT
P-2	WASH BASIN BARRIER FREE SINGLE STATION	1 1/4"		1/2"	1/2" (104°)	**WASH BASIN:** WASH BASIN IS 30" IN LENGTH SINGLE WASHBAR.	**BRADLEY CORP.** VERGE WASH BASIN LVQ SERIES NO. LVQD1-WB1
P-3	UNDERMOUNT SINK	1 1/2"		1/2"	1/2" (110°)	**UNDERMOUNT SINK:** SINK BASIN BY OTHERS **TRIM:** WALL MOUNT SINK FAUCET WITH 12" SWIVEL SPOUT 4" WRIST BLADE HANDLES AND BODY ON 8" CENTERS. PROVIDE STOPS, SUPPLIES, TRAP ETC. TO MAKE A COMPLETE INSTALLATION.	**T&S BRASS** NO.B-2463 (FAUCET) **CHICAGO**
P-4	SERVICE SINK	3"		1/2"	1/2"	**SINK:** FLOOR MOUNTED, RECESSED 28x28x12 ONE PIECE, PRECAST TERRAZO, BLACK AND WHITE MARBLE CHIPS **TRIM:** SINK FAUCET WITH VACUUM BREAKER, 3/4" HOSE THREADED OUTLET, PAIL HOOK, INTEGRAL STOPS AND ROUGH CHROME FINISH, SEAL WALL WITH SILICONE SEALANT, PROVIDE 36" RUBBER HOSE. INSTALL FAUCET 36" AFF **NOTE: CAULK BASE OF MOP SINK**	**FIAT** NO. TSBCR1000 **FLORESTONE** NO. 99 **CHICAGO** NO. 897-RCF **T & S BRASS** NO. B-665-BSTR
P-5	SHOWER BARRIER FREE	2" (FD2)		1/2"	1/2" (104°)	**SHOWER:** REFER TO ARCHITECTURAL DRAWING FOR INFORMATION ON WALLS AND SHOWER PAN/FLOOR **TRIM:** PRESSURE BALANCING MIXING VALVE WITH INTEGRAL VOLUME CONTROL AND ADJUSTABLE STOP SCREW TO LIMIT HANDLE TURN, INTEGRAL CHECK STOPS, IN-LINE VACUUM BREAKER, SINGLE BLADE LEVER HANDLE. WALL/HAND SHOWER WITH FLEXIBLE METAL HOSE, WALL CONNECTION AND FLANGE. WITH SLIDE BAR FOR HAND SHOWER. INCLUDE 1.5 GPM SHOWER HEAD	**DELTA** NO. R10700-UNWS (VALVE BODY WITH DIVERTER VALVE) NO. T17TH325 (TRIM KIT)
P-6	ELECTRIC WATER COOLER BI-LEVEL BOTTLE FILLER	1 1/4"		1/2"	---	**EWC:** 115V/60 HZ, 8.0 GPH - BASED ON 80° INLET AND 50° DRINKING WATER TEMP. HANDS FREE, GREEN TICKER LAMINAR FLOW, ANTIMICROBIAL OPERABLE FROM BOTH SIDES OR FRONT, POLISHED CHROME PLATED BRASS, COLOR OF CABINET AS DIRECTED BY ARCHITECT. PROVIDE TRAP, DRAIN, SUPPLIES, ETC. TO MAKE A COMPLETE INSTALLATION **CARRIER:** DURA-COATED RECTANGULAR STEEL UPRIGHTS WITH WELDED FEET, ADJUSTABLE SUPPORT PLATES, MOUNTING FASTENERS, AND BI-LEVEL CONFIGURATION	**ELKAY** NO. EMABF8TL (COOLER) NO. LMABF8TL (BOTTLE FILLER) **OASIS** NO. INSTALL WITH THE LEFT SIDE UNIT LOW. **ZURN** NO. Z-1225-BL **WATTS** NO. CA-321 **J. R. SMITH** NO. 0832

PLUMBING FIXTURE AND PIPE SIZING SCHEDULE

MARK	FIXTURE	TRAP	VENT	COLD	HOT	DESCRIPTION	APPROVED MANUFACTURERS
P-7	HOSE BIBB (INSIDE/OUTSIDE)	---	---	3/4"	---	**HOSE BIBB:** ANTI-SIPHON OUTSIDE SILL FAUCET, VACUUM BREAKER, 3/4" HOSE OUTLET, LOCK SHIELD CAP, REMOVABLE T-HANDLE, 3/4" FLANGED FEMALE INLET WITH ROUGH CHROME FINISH	**WOODFORD** NO. 24
P-8	ICE MAKER HOOK-UP	---	---	1/2" (3/8" OUT)	---	**ICE MAKER HOOK-UP** 4.25"Wx4.75"Hx2"D METAL ICE MAKER OUTLET BOX	**GUY GRAY** NO. MDWB5AB
P-9	AUXILIARY DRAIN OUTLET BOX	2"		---	---	**AUXILIARY DRAIN OUTLET BOX:** 6"Wx6"Hx3"D HIGH TEMP RESIN CENTER DRAIN, 1 & 2 HR. RATED MOUNT BOTTOM AT 6'-8" AFF (UNO) INSTALL AT CONDENSATE END OF AHU	**GUY GRAY** NO. FRAD12

PLUMBING FIXTURE NOTES:

1. MOUNTING HEIGHT AS SCHEDULED OR DETAILED.
2. TRAPS, SUPPLIES AND ALL OTHER EXPOSED PIPING SHALL BE CAST BRASS WITH A POLISHED CHROME FINISH. ACCEPTABLE MANUFACTURERS INCLUDE McGUIRE OR APPROVED EQUAL.
3. ALL EXPOSED PIPING BELOW WALL MOUNTED LAVATORIES SHALL BE INSTALLED WITH ADA COMPLIANT PIPE WRAP KIT. SYSTEM SHALL BE PVC RESIN SEAMLESS CONSTRUCTION MFG BY PRO-WRAP OR APPROVED EQUAL.
4. MAINTAIN 1 1/2" (MIN) CLEAR FROM THE BOTTOM OF GRAB BAR AND TOP OF FLUSH VALVE.
5. FAUCETS WITH WRIST BLADE HANDLES SHALL PROVIDE 1/4 TURN FULL OPEN TO FULL CLOSED OPERATION.
6. WALL MOUNTED LAVATORIES, URINALS AND ELECTRIC WATER COOLERS SHALL BE INSTALLED WITH FLOOR MOUNTED CARRIERS AT ALL LOCATIONS
7. PROVIDE FLUSH CONTROLS ON THE WIDE SIDE OF TOILETS. TRAPPED. ALL INDIRECT WASTE PIPING SHALL DISCHARGE WITH AIR GAP.

*MANUFACTURER AND MODEL NUMBERS ARE SHOWN AS BASIS OF DESIGN. ANY OTHER ALTERNATES SUBMITTED SHALL BE SIMILAR IN QUALITY AND DESIGN AND WILL BE SUBJECT TO APPROVAL BY THE ARCHITECT AND ENGINEER.

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3021
PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR16076

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA. ALL RIGHTS ARE RESERVED. ALL CONCEPTS, IDEAS, DESIGNS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY, INDIVIDUAL, PARTNERSHIP, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED AS A WORK-FOR-HIRE OR UNDER A JOINT AUTHORSHIP SHALL EXTEND FOR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW AND IS SUBJECT TO CIVIL LIABILITY. 18 USC 506. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF LCJA-2-31-ET SEQ. AND OTHER APPLICABLE LAWS. THESE DRAWINGS, SPECIFICATIONS, PLANS, DRAWINGS, AND PLANS CONCEIVED AND COPYRIGHTED HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND/OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

MICHAEL CURKAN, P.E.
FLORIDA PE NO. 45846

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #: 2306

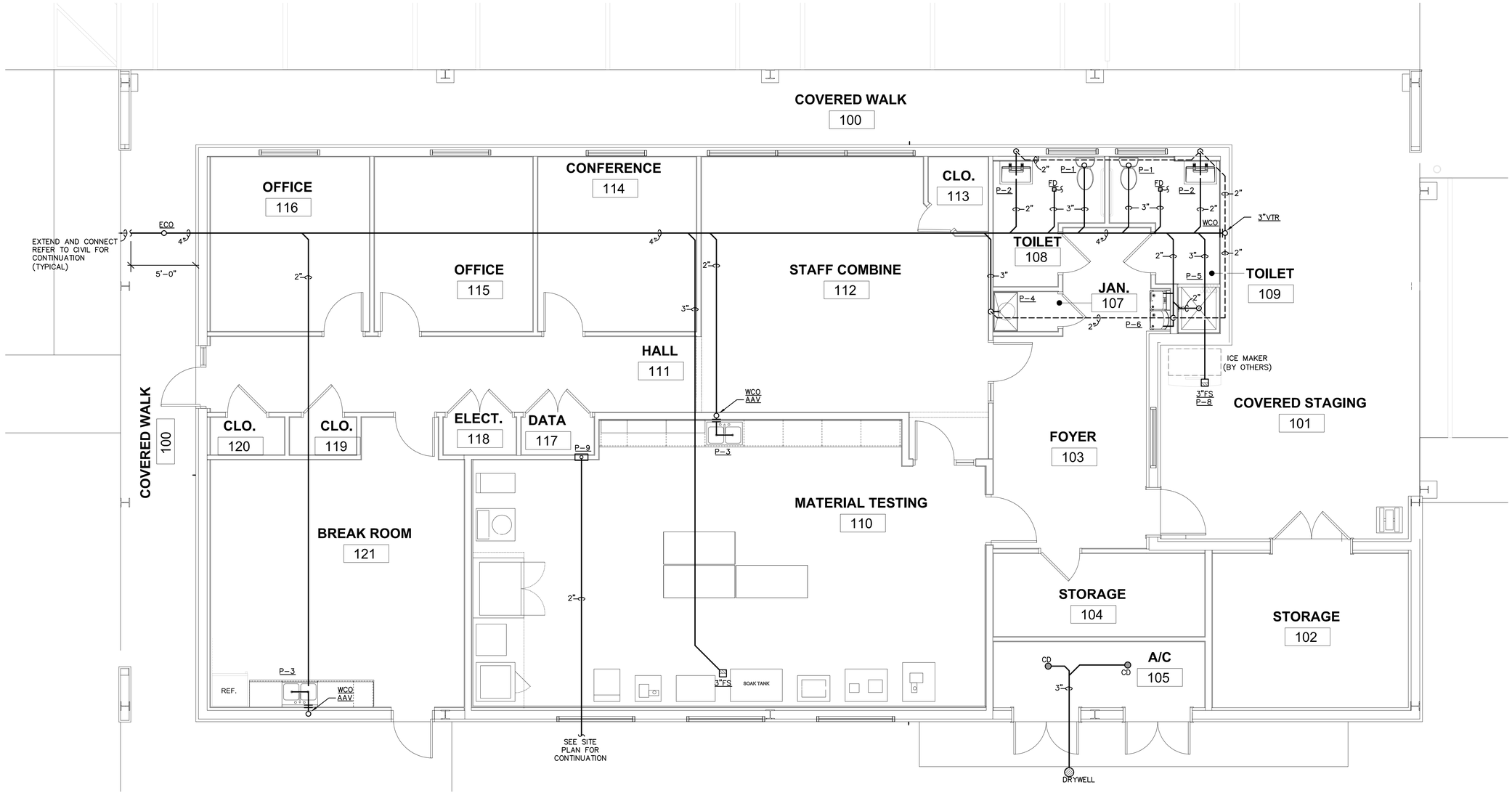
PROJECT MGR.: MJC

#	DATE	ISSUED AS
1	07.08.24	DD
2	03.14.25	100% C.D.'S
3	04.22.25	OWNER CMMTS

PLUMBING NOTES AND SCHEDULES

P-102

PYRAMID ENGINEERING
CONSULTING ENGINEERS
5596 Rio Vista Drive
Clearwater, Florida 33760
(727) 531-2989 * Reg. No. EB6890
pyramid@pyramidengineering.org



FLOOR PLAN – SANITARY

SCALE: 1/4"=1'-0" /4602-P-201

N

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3921
PH: [863] 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR95076

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA. ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, PARTNERSHIP, CORPORATION, OR ENTITY OF ANY KIND, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED AS A WORK-FOR-HIRE SHALL EXIST FOR THE ENTIRETY OF THE TERM OF COPYRIGHT YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER SECTION 831.02 OF THE FLORIDA STATUTES. SECTION 812.081 F.S. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF U.C.J.A.2-431-1 ET. SEQ. AND OTHER APPLICABLE LAWS. ALL CONCEPTS, IDEAS, DESIGNS, DRAWINGS, AND PLANS CONCEIVED ARE COPYRIGHTED AND WHERE MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION, ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND/OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

MICHAEL CURKAN, P.E.
FLORIDA PE NO. 45846

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #: 2306

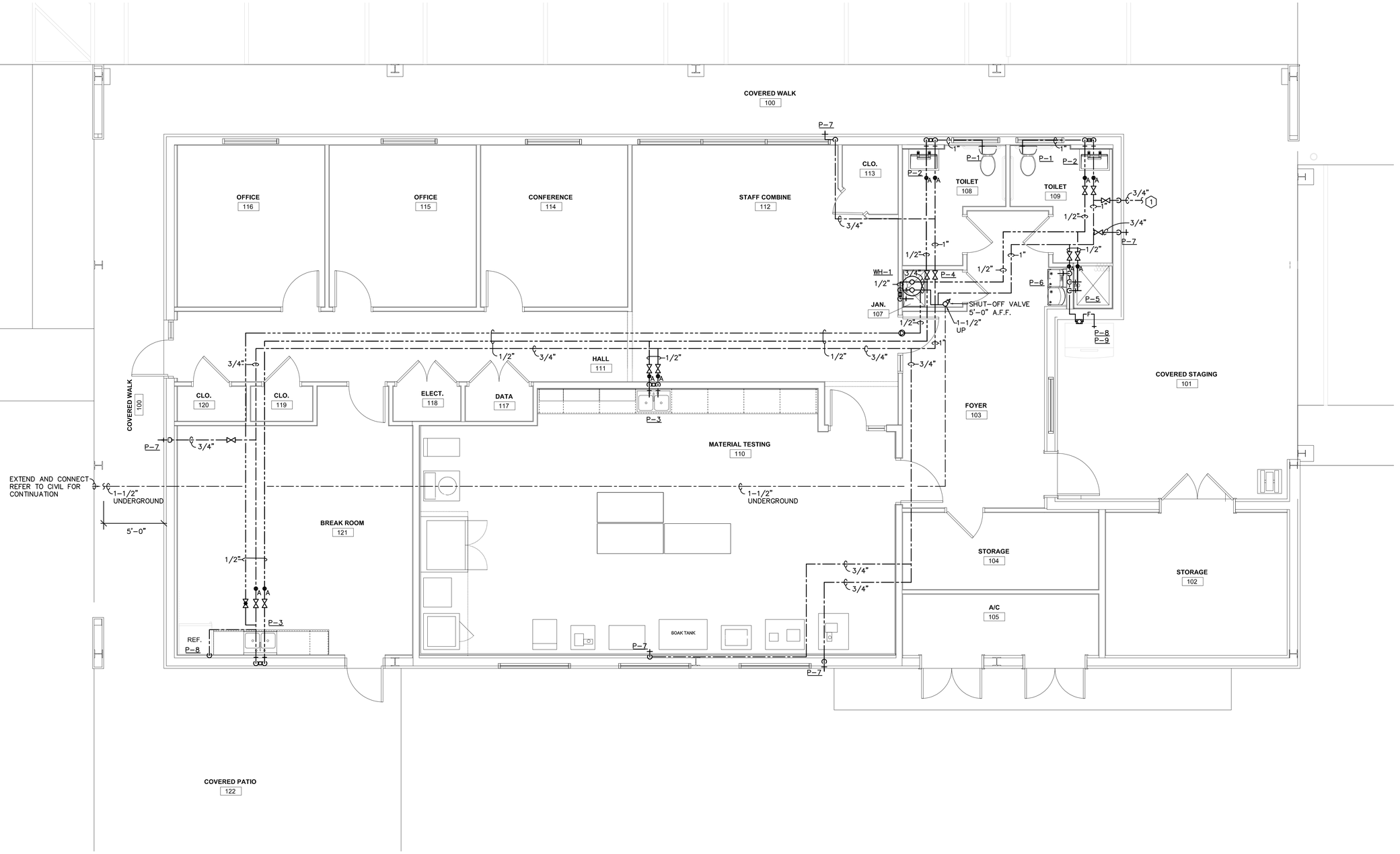
PROJECT MGR.: MJC

#	DATE	ISSUED AS
1	07.08.24	DD
2	03.14.25	100% C.D.'S
3	04.22.25	OWNER CMMTS

SANITARY - FLOOR PLAN

PYRAMID ENGINEERING
CONSULTING ENGINEERS
5596 Rio Vista Drive
Clearwater, Florida 33760
(727) 531-2989 * Reg. No. EB6890
pyramid@pyramidengineering.org

P-201



FLOOR PLAN – WATER

SCALE: 1/4"=1'-0" /4602-P-202

MECHANICAL NOTES:

1. EXTEND 3/4" CW LINE BELOW GRADE OUT TO NUCLEAR STORAGE 121. TERMINATE WITH P-7 ON SOUTH WALL OF STORAGE BUILDING.

STRAUGHN TROUT ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3921

PH: [863] 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR95076

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND ARE THE PROPERTY OF STA AND WERE CREATED FOR USE ON THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED FOR USE ON THE SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER PERSON, FIRM, CORPORATION, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED AS A WORK-FOR-HIRE ON OR AFTER DECEMBER 1, 1990 EXISTS FOR NOT MORE THAN 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER SECTION 817.52 FLORIDA STATUTES AND SECTION 1161 TITLE 18, USC. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF 688.002-.007 FLA. STAT. AND OTHER APPLICABLE LAWS. ALL CONCEPTS, IDEAS, DESIGNS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

MICHAEL CURKAN, P.E.
FLORIDA PE NO. 45846

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #: 2306

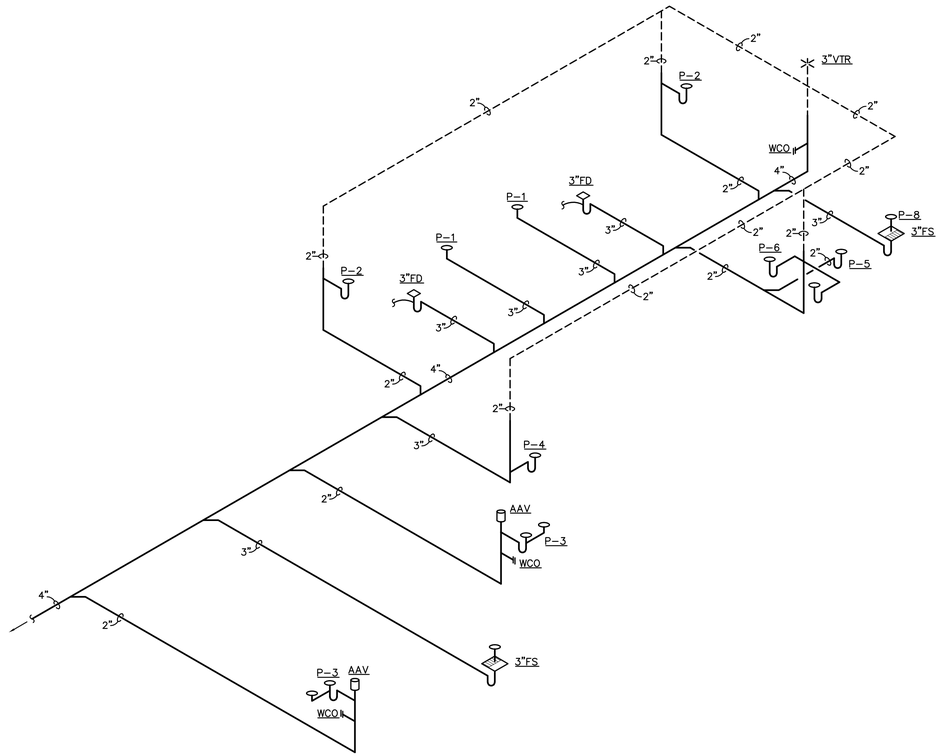
PROJECT MGR.: MJC

#	DATE	ISSUED AS
1	07.08.24	DD
2	03.14.25	100% C.D.'S
3	04.22.25	OWNER CMMTS

WATER - FLOOR PLAN

P-202

PYRAMID ENGINEERING
CONSULTING ENGINEERS
5596 Rio Vista Drive
Clearwater, Florida 33760
(727) 531-2989 * Reg. No. EB6890
pyramid@pyramidengineering.org



SANITARY RISER DIAGRAM

NTS

STRAUGHN TROUT ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3901

PH: [863] 6654205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96376

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED FOR USE ON THE SPECIFIED PROJECT. ALL DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE NOT CREATED FOR USE ON ANY OTHER PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER PERSON, FIRM, ENTITY, CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED AS A WORK FOR HIRE OR UNDER A JOINT OR SHARED AUTHORSHIP BEGINS WHEN THE WORK OR FOR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW AND IS PUNISHABLE BY A FINE OF UP TO $250,000. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF LC.s.2a3-n31-ET.SEQ. AND OTHER APPLICABLE STATE LAWS. ALL CONCEPTS, IDEAS, DESIGNS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION, ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION, THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA, DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

MICHAEL CURKAN, P.E.
FLORIDA PE NO. 45846

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

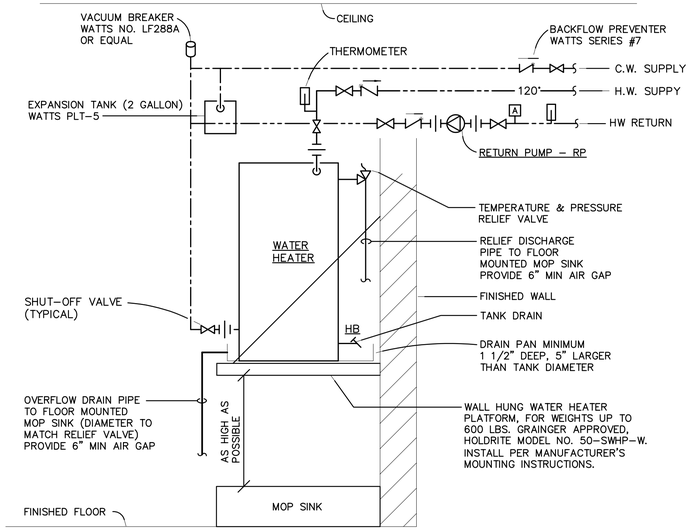
STA PROJECT #:	2306
PROJECT MGR.:	MJC

#	DATE	ISSUED AS
1	07.08.24	DD
2	03.14.25	100% C.D.'S

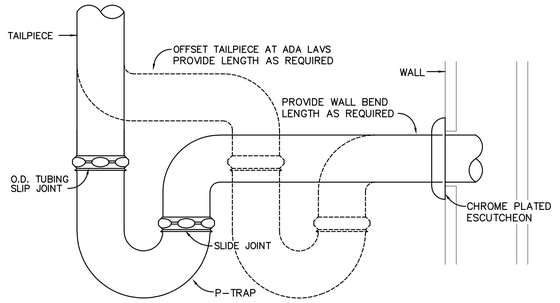
SANITARY RISER DIAGRAM

P-301

PYRAMID ENGINEERING
CONSULTING ENGINEERS
5596 Rio Vista Drive
Clearwater, Florida 33760
(727) 531-2989 * Reg. No. EB6890
pyramid@pyramidengineering.org



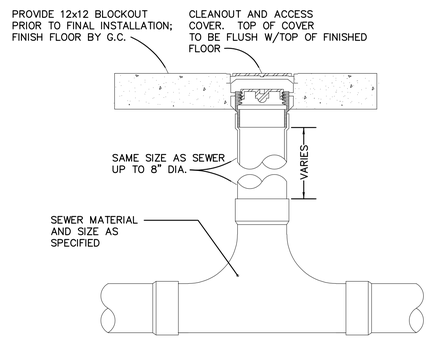
WATER HEATER DETAIL
NOT TO SCALE



NOTE:

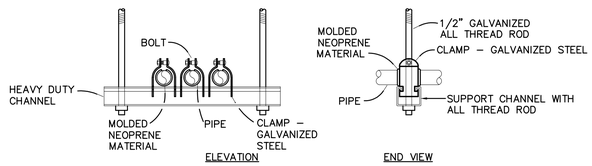
1. THE ENTIRE P-TRAP ASSEMBLY, INCLUDING SLIP JOINT NUTS, SHALL BE 17 GAUGE, HEAVY CAST BRASS WITH A POLISHED CHROME PLATED FINISH. (McGUIRE #8902 1 1/4" x 1 1/2"-17 GA. OR APPROVED EQUAL)
2. FOR BARRIER FREE LAVATORIES, INSTALL 1 1/4" OFFSET TAILPIECE. (McGUIRE #155WC OR APPROVED EQUAL)

'P'-TRAP DETAIL
NOT TO SCALE

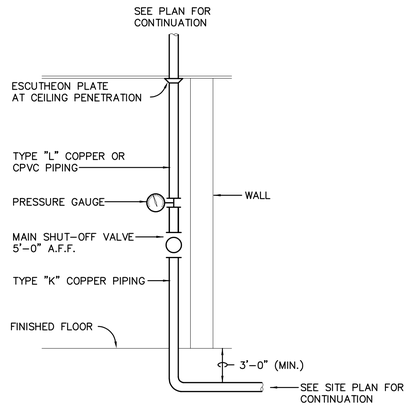


NOTE: PROVIDE 6" THICK x 18" DIA. CONCRETE COLLAR AT ALL CLEANOUTS IN FINISH GRADE.

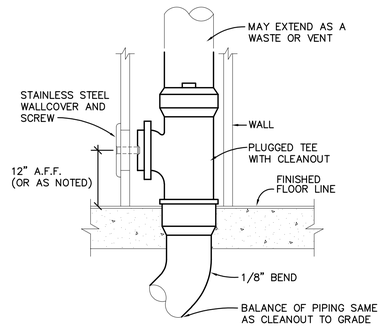
CLEANOUT (2-WAY) DETAIL
NOT TO SCALE



PIPE HANGER DETAIL
NOT TO SCALE



DOMESTIC WATER BUILDING ENTRANCE DETAIL
NOT TO SCALE



WALL CLEANOUT DETAIL
NOT TO SCALE

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3921
PH: [863] 6654205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96076

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED FOR USE SOLELY WITH RESPECT TO THE IDEAS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE PREPARED FOR USE WITH RESPECT TO THE SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY, INCLUDING ANY OFFICER, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED AS A WORK-FOR-HIRE OR UNDER A JOINT AUTHORSHIP AGREEMENT LASTS FOR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER SECTION 817.52 FLORIDA STATUTES. ANY UNAUTHORIZED USE OR UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF 17 U.S.C. SECS. AND OTHER APPLICABLE LAWS. ALL RIGHTS RESERVED. THE DESIGNS, DRAWINGS, AND PLANS CONCEPTS AND COPYRIGHTS HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION, THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

MICHAEL CURKAN, P.E.
FLORIDA PE NO. 45846

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	MJC

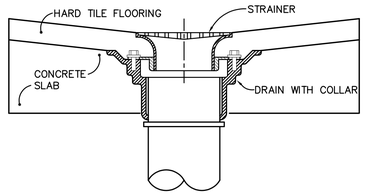
#	DATE	ISSUED AS
1	07.08.24	DD
2	03.14.25	100% C.D.'S

PLUMBING DETAILS

PYRAMID ENGINEERING
CONSULTING ENGINEERS
5596 Rio Vista Drive
Clearwater, Florida 33760
(727) 531-2989 * Reg. No. EB6890
pyramid@pyramidengineering.org

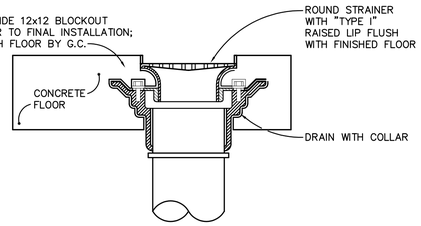
P-401

INSTALL TOP OF TOILET ROOM FLOOR DRAINS AT 3/8" BELOW TOP OF TYPICAL SLAB OR FINISHED FLOOR ELEVATION (UNO), SLOPE FINISHED FLOOR ALL AROUND TOWARDS THE DRAIN.
NOTE:
RECESS TOP OF DRAIN 3/16" ONLY AT SHOWERS.

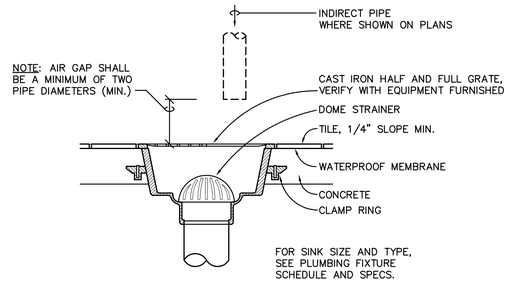


FLOOR DRAIN DETAIL
NOT TO SCALE

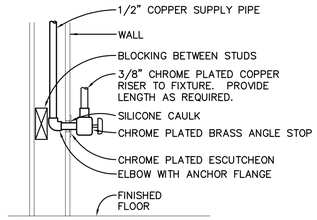
PROVIDE 12x12 BLOCKOUT PRIOR TO FINAL INSTALLATION; FINISH FLOOR BY G.C.



MECHANICAL ROOM DRAIN DETAIL
NOT TO SCALE (CD)



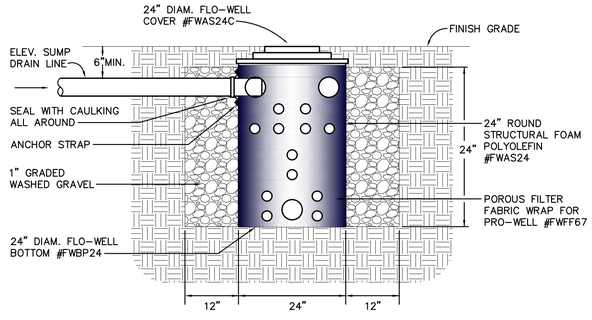
FLOOR SINK DETAIL
NOT TO SCALE



NOTES:

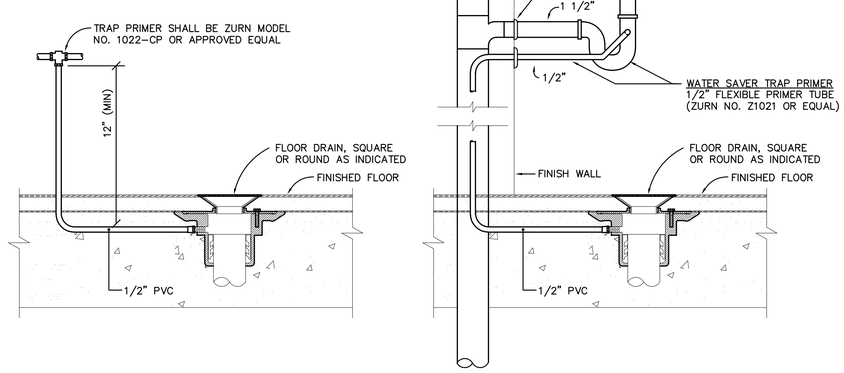
1. THE ENTIRE SUPPLY ASSEMBLY SHALL HAVE A CHROME PLATED FINISH. (McGUIRE #2165 OR APPROVED EQUAL)
2. PROVIDE SHUT-OFF VALVES TO HOT & COLD WATER LINES AT ALL FIXTURES.

SHUT-OFF VALVE DETAIL
NOT TO SCALE



NOTE: LID SHALL HAVE HOLE IN TOP FOR VENTING & ACCESS PURPOSES. SOLID COVER WILL NOT BE ACCEPTABLE.

DRYWELL DETAIL
NOT TO SCALE



TRAP PRIMER CONNECTION DETAILS
NOT TO SCALE

PYRAMID ENGINEERING
CONSULTING ENGINEERS
5596 Rio Vista Drive
Clearwater, Florida 33760
(727) 531-2989 * Reg. No. EB6890
pyramid@pyramidengineering.org

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3021
PH: [863] 6654205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
© STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR95076

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED FOR USE SOLELY IN CONNECTION WITH THE DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED FOR USE SOLELY IN CONNECTION WITH THE PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER PERSON, FIRM, ENTITY, CORPORATION, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED AS A WORK-FOR-HIRE OR UNDER A JOINT AUTHORSHIP AGREEMENT LASTS FOR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER SECTION 817.52 OF THE FLORIDA STATUTES. ANY USE OF THIS WORK, UNAUTHORIZED DISCLOSURE, MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF U.C.(N.Z.A)17 ET. SEQ. AND OTHER APPLICABLE LAWS. THE ARCHITECTURAL DRAWINGS, SPECIFICATIONS, AND PLANS CONCEIVED AND COPYRIGHTED HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND/OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

MICHAEL CURKAN, P.E.
FLORIDA PE NO. 45846

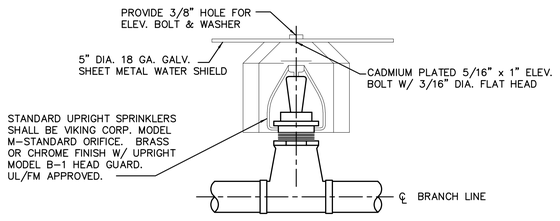
INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	MJC

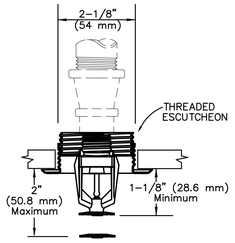
#	DATE	ISSUED AS
1	07.08.24	DD
2	03.14.25	100% C.D.'S

PLUMBING DETAILS

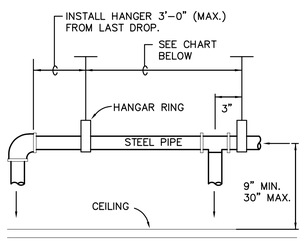
P-402



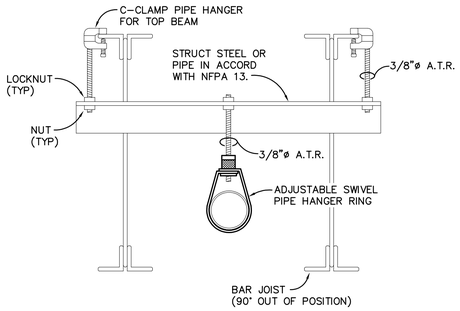
UPRIGHT SPRINKLER AND WATER SHIELD DETAIL
NOT TO SCALE



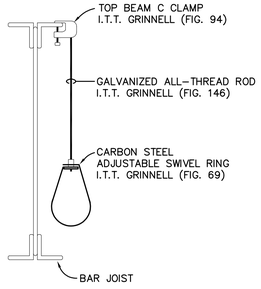
RECESSED SPRINKLER HEAD DETAIL
NOT TO SCALE



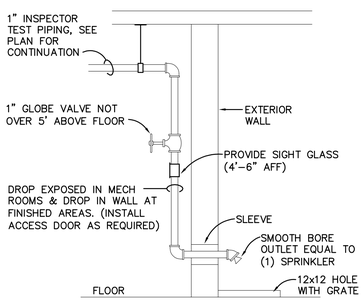
PIPE HANGAR DETAIL
NOT TO SCALE



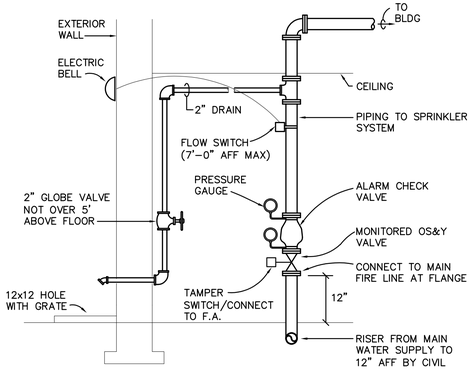
TRAPEZE HANGER DETAIL
NOT TO SCALE



PIPE HANGER DETAIL
NOT TO SCALE



INSPECTORS TEST
NOT TO SCALE



SPRINKLER RISER
NOT TO SCALE

NOTES:

1. THE FIRE DEPARTMENT CONNECTION LOCATION SHALL BE DETERMINED BY THE FIRE MARSHAL.
2. DO NOT INSTALL SPLASH BLOCK AT SIDEWALK.
3. NO ONE PIECE VALVE ASSEMBLY. EACH VALVE TO BE SEPARATE.

GENERAL NOTES

THE FOLLOWING FIRE PROTECTION GENERAL NOTES APPLY TO GENERAL CONDITIONS OF FIRE PROTECTION WORK REQUIRED FOR THIS PROJECT.

A. NO EXCLUSIONS FROM OR LIMITATIONS IN THE LANGUAGE USED IN THE CONTRACT DOCUMENTS SHALL BE INTERPRETED AS MEANING THAT THE EQUIPMENT, APPURTENANCES, AND/OR ACCESSORIES NECESSARY FOR A COMPLETE AND OPERATIONAL SYSTEM ARE NOT TO BE PROVIDED AS REQUIRED. THE SEPARATE DIVISIONAL CONTRACT DOCUMENTS DO NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY TO PROVIDE THE WORK WHICH IS INDICATED ON ANY OF THE DIVISIONAL CONTRACT DOCUMENTS. REVIEW AND COORDINATE THE SCOPE OF WORK WITH ALL DOCUMENTS AND TRADES TO ASSURE A COMPLETE AND FUNCTIONAL SYSTEM IS BID AND INSTALLED.

B. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS, FEES, AND INSPECTIONS REQUIRED TO COMMENCE AND COMPLETE FIRE PROTECTION WORK.

C. ALL FIRE SPRINKLER WORK SHALL BE PERFORMED BY A LICENSED FIRE SPRINKLER CONTRACTOR WITH SEPARATE PLANS AND PERMIT AND INSTALLED AS PER NFPA 13, 2023 EDITION. FIRE SPRINKLER CONTRACTOR SHALL PROVIDE A COMPLETE AND FUNCTIONING SPRINKLER SYSTEM WITH VALVES, PIPING, HEADS AND APPURTENANCES THROUGHOUT THE SPACE. THE SYSTEM SHALL BE TESTED PER NFPA 13, CHAPTER 25 AND OBTAIN APPROVAL FROM AUTHORITY HAVING JURISDICTION PRIOR TO ACCEPTANCE BY OWNER.

D. INCLUDE ALL COSTS TO INSTALL NEW WET PIPE FIRE SPRINKLER SYSTEM AS REQUIRED TO ACCOMMODATE FLOOR PLAN. PROVIDE LAYOUT/INSTALLATION DRAWINGS AND HYDRAULIC CALCULATIONS AS REQUIRED BY LOCAL AUTHORITY HAVING JURISDICTION AND ENGINEER REVIEW.

E. SUBMIT FULL SUBMITTALS OF ALL FIRE PROTECTION EQUIPMENT AND MATERIALS TO THE ENGINEER FOR REVIEW, WHETHER IT IS EXACTLY AS SPECIFIED OR NOT. FOR ALL EQUIPMENT WHICH HAS BEEN SCHEDULED DIRECTLY ON THE DESIGN DRAWINGS, PROVIDE WITHIN THE SUBMITTAL A PERFORMANCE SCHEDULE FOR THE PROPOSED EQUIPMENT IN THE SAME FORMAT AS INCLUDED ON THE DRAWINGS. FAILURE TO PROVIDE REQUIRED PERFORMANCE SCHEDULE WILL RESULT IN REJECTION OF THE ENTIRE SUBMITTAL.

F. THE CONTRACT DOCUMENTS AND SUBMITTALS OF ALL TRADES SHALL BE COORDINATED AND BE VIEWED IN CONNECTION AND CONJUNCTION WITH EACH OTHER TO INSURE THE PROPER LOCATION AND INSTALLATION OF ALL DEVICES AND EQUIPMENT. MAKE PARTICULAR NOTE OF LOCATIONS AND DIMENSIONS SHOWN ON THE ARCHITECTURAL FLOOR PLANS AND ELEVATIONS.

G. FIRE PROTECTION DRAWINGS INDICATE THE SCHEMATIC LAYOUT AND LOCATION OF THE FIRE PROTECTION SYSTEM COMPONENTS. UNLESS SPECIFIC DIMENSIONS ARE NOTED, THE ACTUAL LOCATION OF THESE COMPONENTS SHALL BE DETERMINED IN THE FIELD BY THE CONTRACTOR IN COORDINATION WITH THE WORK OF OTHER TRADES, THE USE OF MANUFACTURER'S SUBMITTALS, AND SIMILAR CERTIFIED DATA.

H. INSTALL AND TEST ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS. MAINTAIN ADEQUATE SERVICE SPACE AS REQUIRED. SERVICE SPACE SHALL BE CLEAR OF DUCTS, PIPES, CONDUITS, WALL STUDS, CEILING HANGERS, AND ANY OTHER CONSTRUCTION APPURTENANCE.

I. SPRINKLER SYSTEM SHALL BE TESTED AT 200 PSI FOR A MINIMUM OF 2 HOURS.

J. PIPE SUPPORTS: HANGERS, CLAMPS, RODS AND OTHER ACCESSORIES OF AN APPROVED TYPE AND IN SUFFICIENT NUMBER TO PROPERLY SUPPORT ALL PIPING SHALL BE FURNISHED AND INSTALLED IN STRICT ACCORDANCE WITH NFPA 13.

K. IN LOCATING SPRINKLER HEADS AND PIPING, CONTRACTOR SHALL COORDINATE THE SPRINKLER SYSTEM LAYOUT WITH THE LIGHTING AND AIR CONDITIONING LAYOUT. LOCATE HEADS IN CENTER OF TILE AND 12" FROM THE END.

L. ALL SPRINKLER HEADS SHALL BE UL LISTED, AND BE OF ORDINARY DEGREE RATING EXCEPT WHERE EXCESSIVE TEMPERATURES ARE ANTICIPATED. IN THESE LOCATIONS HIGH TEMPERATURE HEADS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 13.

M. SPRINKLER HEADS SHALL BE LOCATED TO PROVIDE COVERAGE IN ALL AREAS, SOFFITS AND ALCOVES IN ACCORDANCE WITH NFPA 13 REQUIREMENTS FOR OBSTRUCTIONS TO SPRINKLER COVERAGE. SPRAY SHALL NOT BE BLOCKED BY PARTITIONS OR CURTAINS. PROVIDE ADDITIONAL HEADS AS REQUIRED TO MAINTAIN FULL SPRINKLER COVERAGE.

N. PROVIDE AND MAINTAIN A MINIMUM OF 18 INCHES CLEARANCE BETWEEN THE BOTTOM OF THE SPRINKLER DEFLECTORS AND THE TOP OF STORAGE, FILES, ETC.

O. SPRINKLER HEADS SHALL BE PROVIDED IN CONCEALED SPACES AS REQUIRED BY NFPA 13 8.15.1

P. WHERE ABOVE GROUND WATER-FILLED SUPPLY PIPES, RISERS, SYSTEM RISERS, OR FEED MAINS PASS THROUGH OPEN AREAS, COLD ROOMS, PASSAGEWAYS, OR OTHER AREAS EXPOSED TO TEMPERATURES BELOW 40°F (4°C), THE PIPE SHALL BE PERMITTED TO BE PROTECTED AGAINST FREEZING BY INSULATING COVERINGS, FROST PROOF CASINGS, OR OTHER MEANS OF MAINTAINING A MINIMUM TEMPERATURE BETWEEN 40°F AND 120°F (4°C AND 48.9°C).

Q. ENTIRE FIRE SPRINKLER SYSTEM SHALL BE DRAINABLE IN ACCORDANCE WITH NFPA 13 REQUIREMENTS. CONTRACTOR SHALL PROPERLY SLOPE BRANCH PIPING TO CROSSMAIN. WHERE BRANCH PIPING OR CROSSMAIN TURN BELOW DUCTS, BEAMS OR OTHER OBSTRUCTIONS, CONTRACTOR SHALL PROVIDE CAPPED, THREADED DRAIN CONNECTIONS.

R. CONTRACTOR SHALL PROVIDE SYSTEM(S) WITH FLUSHING CONNECTIONS(S) AT THE END OF THE MAIN.

S. REFER TO ARCHITECTURAL DOCUMENTS FOR LOCATIONS OF ALL SMOKE AND/OR FIRE WALLS WHICH FIRE PROTECTION PIPING PENETRATES AND PENETRATION DETAILS SHOWING THE MAINTAINING OF THE INTEGRITY OF THE SMOKE/FIRE RATINGS. FIRE PROTECTION PIPING SHALL BE SMOKE/FIRE SAFE IN AN APPROVED MANNER WHEN PENETRATING WALLS AND FLOOR. SEE DETAILS.

T. ALL FIRE PROTECTION SYSTEMS SHALL REMAIN IN SERVICE DURING CONSTRUCTION.

U. ALL FIRE PROTECTION EQUIPMENT SHALL BE LABELED WITH ENGRAVED, LAMINATED, PLASTIC SIGNS SHALL BE 1/8" THICK AND A MINIMUM OF 1-3/4" HIGH WITH 1" HIGH LETTERS. LENGTH OF THE SIGN SHALL BE THE SUM OF THE LETTERS/ NUMBERS PLUS 3/4" ON EACH END. EXTERIOR SIGNS SHALL BE UV RATED, DESIGNATED AND MANUFACTURED TO BE EXPOSED TO THE ELEMENTS.

V. AT PROJECT COMPLETION, THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 8 HOURS OF TRAINING ON THE OPERATION AND MAINTENANCE OF THE FIRE PROTECTION EQUIPMENT.

W. CONTRACTOR SHALL PROVIDE A ONE YEAR WARRANTY ON PARTS AND LABOR FROM THE DATE OF SUBSTANTIAL COMPLETION.

CODE CRITERIA

1. THE FOLLOWING IS A LIST OF ALL CODES ADOPTED BY THE STATE FIRE MARSHALL'S RULE 69A3.012 F.A.C.:
   * FLORIDA BUILDING CODE 8TH EDITION (2023) – ALL SECTIONS
   * FLORIDA ENERGY EFFICIENCY CODE (FBC 2023), FLORIDA ENERGY CODE SOFTWARE: ENERGYGAUGE SUMMIT VERSION 6.00
   * FLORIDA FIRE PREVENTION CODE 7TH EDITION (2023)
2. 69A-3.012 STANDARDS OF THE NATIONAL FIRE PROTECTION ASSOCIATION ADOPTED.

2.1. EXCEPT AS SPECIFICALLY MODIFIED BY STATUTE OR BY THE STATE FIRE MARSHAL'S RULES, THE "FLORIDA FIRE PREVENTION CODE, 7TH EDITION (2023)," WHICH IS COMPRISED OF THE FLORIDA SPECIFIC EDITION OF NFPA 101, THE LIFE SAFETY CODE (2021 EDITION) AND THE FLORIDA SPECIFIC EDITION OF NFPA 1, THE FIRE CODE (2020 EDITION), ARE HEREBY ADOPTED AND INCORPORATED BY REFERENCE AND ARE APPLICABLE TO THOSE BUILDINGS AND STRUCTURES SPECIFIED IN PARAGRAPHS (A) AND (B) OF SUBSECTION (1) OF SECTION 633.206, F.S. IN ADDITION, THE FOLLOWING STANDARDS, EXCEPT AS SPECIFICALLY MODIFIED IN THE RULE CHAPTERS IN RULE TITLE 69A, ARE HEREBY ADOPTED AND INCORPORATED BY REFERENCE AND SHALL TAKE EFFECT ON THE EFFECTIVE DATE OF THIS RULE, AS A PART OF THE UNIFORM FIRE SAFETY STANDARDS ADOPTED BY RULE BY THE STATE FIRE MARSHAL AND ARE APPLICABLE TO THOSE BUILDINGS AND STRUCTURES SPECIFIED IN PARAGRAPHS (A) AND (B) OF SUBSECTION (1) OF SECTION 633.206, F.S.:
   * NFPA 13, 2019 EDITION, STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS
   * NFPA 24, 2019 EDITION, STANDARDS FOR THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES
   * NFPA 25, 2017 EDITION, STANDARD FOR THE INSPECTION, TESTING, AND MAINTENANCE OF WATER-BASED FIRE PROTECTION SYSTEMS
   * NFPA 70, 2020 EDITION, NATIONAL ELECTRIC CODE
   * NFPA 72, 2019 EDITION, NATIONAL FIRE ALARM AND SIGNALING CODE

2.1. OTHER:
   * LOCAL CODES AND ORDINANCES

NOTE: TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THESE FIRE PROTECTION DESIGN DRAWINGS COMPLY WITH THE ABOVE CODE CRITERIA. WHEN TWO OR MORE CODES OR STANDARDS ARE IN CONFLICT, THE MORE STRINGENT SHALL APPLY.

HANGER SPACING FOR STEEL FIRE SPRINKLER PIPING

PIPE SIZE	PIPE TYPE	MAXIMUM SUPPORT SPACING
1"	40	12'-0"
1 1/4"	40	12'-0"
1 1/2"	40	15'-0"
2"	40	15'-0"
2 1/2"	10	15'-0"
3"	10	15'-0"
4"	10	15'-0"
6"	10	15'-0"

* INFORMATION PER:

NFPA 13, 2019 EDITION (TABLE 9.2.2.1.a)
MAX. DISTANCE BETWEEN HANGERS

FIRE PROTECTION LEGEND

•	PENDANT FIRE SPRINKLER HEAD
•D	DRY TYPE FIRE SPRINKLER HEAD
⊙	NEW RECESSED FIRE SPRINKLER HEAD
⊰⊶	FIRE DEPARTMENT CONNECTION
⊶	FIRE INSPECTOR'S TEST

NOTES:

1. ALL SPRINKLER HEADS IN ANY MECHANICAL OR ELECTRICAL SPACE SHALL BE PROVIDED WITH BRIGHT RED/ORANGE HEAD GUARDS.

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3021
PH: (863) 665-6205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA. ALL RIGHTS RESERVED. ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY, INDIVIDUAL, PARTNERSHIP, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED AS A WORK-FOR-HIRE OR UNDER A JOINT AUTHORSHIP AGREEMENT LASTS FOR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW AND MAY BE PUNISHABLE BY A FINE OF $100,000. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF 12-2nd-31-1 ET. SEQ. AND OTHER LAWS. THESE DRAWINGS, INCLUDING ELECTRONIC DRAWINGS, ARE PUBLISHED/UNPUBLISHED, AND COPYRIGHT MANIPULATED, PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

MICHAEL CURKAN, P.E.
FLORIDA PE NO. 45846

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	MJC

#	DATE	ISSUED AS
1	07.08.24	DD
2	03.14.25	100% C.D.'S

FIRE PROTECTION NOTES, SCHEDULES AND LEGEND

FP-101

PYRAMID ENGINEERING CONSULTING ENGINEERS
5596 Rio Vista Drive
Clearwater, Florida 33760
(727) 531-2989 * Reg. No. EB6890
pyramid@pyramidengineering.org



FLOOR PLAN – FIRE PROTECTION

SCALE: 1/4"=1'-0" /4602-FP-201

STRAUGHN TROUT ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3021

PH: [863] 6654205
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR95076

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND WERE CREATED FOR USE ON THE SPECIFIED PROJECT. ALL DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE PREPARED FOR USE ON THE SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY, INDIVIDUAL, PARTNERSHIP, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED AS A WORK-FOR-HIRE OR UNDER A JOINT AUTHORSHIP AGREEMENT LASTS FOR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER SECTION 817.52 FLORIDA STATUTES. ALL IDEAS, DESIGNS, PLANS, ETC. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF 688.002-688.004 FLORIDA STATUTES. ALL IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS CONCEIVED AND COPYRIGHTED HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND/OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

MICHAEL CURKAN, P.E.
FLORIDA PE NO. 45846

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	MJC

#	DATE	ISSUED AS
1	07.08.24	DD
2	03.14.25	100% C.D.'S

FIRE PROTECTION FLOOR PLAN

FP-201

PYRAMID ENGINEERING
CONSULTING ENGINEERS
5596 Rio Vista Drive
Clearwater, Florida 33760
(727) 531-2989 * Reg. No. EB6890
pyramid@pyramidengineering.org

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2023 FLORIDA BUILDING CODE AND THE 2020 NATIONAL ELECTRICAL CODE. WORK SHALL ALSO COMPLY WITH ALL APPLICABLE RULES AND REGULATIONS OF LOCAL LAWS AND ORDINANCES.
2. CONTRACTOR SHALL MAKE A THOROUGH EXAMINATION OF THE SITE AND THE CONTRACT DOCUMENTS. NO CLAIM FOR EXTRA COMPENSATION WILL BE RECOGNIZED IF DIFFICULTIES ARE ENCOUNTERED WHICH AN EXAMINATION OF SITE CONDITIONS AND CONTRACT DOCUMENTS PRIOR TO EXECUTING CONTRACT WOULD HAVE REVEALED.
3. ELECTRICAL CONTRACTOR SHALL ARRANGE FOR ALL NECESSARY PERMITS, LICENSES, UTILITY COORDINATION, AND INSPECTIONS AS REQUIRED BY THE CITY OR UTILITY COMPANY. CONTRACTOR IS RESPONSIBLE FOR ALL EQUIPMENT (METER CANS, CT CABINETS, PRIMARY CONDUITS, UTILITY POLE CONDUIT RISERS, METER DISCONNECT, ETC.) REQUIRED BY UTILITY COMPANY AND SHOULD INCLUDE NECESSARY COSTS IN BID. ANY ADDITIONAL INFRASTRUCTURE UPGRADE COSTS (NEW TRANSFORMER, NEW UNDERGROUND/OVERHEAD DISTRIBUTION, ETC.) REQUIRED BY THE UTILITY SHALL BE PRESENTED TO THE OWNER FOR REVIEW AND PAYMENT.
4. CONTRACTOR SHALL LEGIBLY MARK-UP A SET OF 24"x36" DRAWINGS TO REFLECT AS-BUILT CONDITIONS, AND TURN OVER TO ARCHITECT. WITHIN 30 DAYS AFTER THE DATE OF PROJECT ACCEPTANCE. RECORD DRAWINGS OF THE ACTUAL INSTALLATION SHALL BE PROVIDED TO THE BUILDING OWNER PER FBC ENERGY CODE C405.5.4.1.
5. AN OPERATING MANUAL AND MAINTENANCE MANUAL BE PROVIDED TO THE BUILDING OWNER PER FBC ENERGY CODE C405.5.4.2. THE MANUALS SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:
   - SUBMITTAL DATA STATING EQUIPMENT RATING AND SELECTED OPTIONS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE.
   - OPERATION MANUALS AND MAINTENANCE MANUALS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE. REQUIRED ROUTINE MAINTENANCE ACTIONS SHALL BE CLEARLY IDENTIFIED.
   - NAMES AND ADDRESSES OF AT LEAST ONE QUALIFIED SERVICE AGENCY.
6. ALL EQUIPMENT INSTALLED SHALL BE LISTED AND LABELED BY A NATIONALLY RECOGNIZED TESTING LABORATORY (NRTL) AND/OR LISTED AND LABELED AS AN ASSEMBLY BY AN NRTL PER NEC ARTICLE 90.7.

WIRE/RACEWAY:

1. ALL CONDUCTORS SHALL BE COPPER, CONDUCTOR INSULATION SHALL BE DUAL TYPE THHN/THWN 75°C. (167°F) FOR DRY, DAMP, AND WET LOCATIONS. CONDUCTOR INSULATION WITH SINGLE TYPE MARKING THHN 90°C (194°F) MAY BE USED FOR DRY LOCATIONS ONLY. ALL CONDUCTORS SHALL BE COLOR CODED AS REQUIRED BY NEC AND FURTHER IDENTIFIED AND CODED AS SPECIFIED HEREINAFTER. COLOR CODING SHALL BE BY MEANS OF COLORED INSULATING MATERIAL, COLORED BRAID OR JACKET OVER THE INSULATION OR BY MEANS OF SUITABLE COLORED, PERMANENT, NON-AGING, INSULATING TAPE APPLIED TO CONDUCTORS AT EACH CABINET OR JUNCTION POINT. THE COLOR CODING SHALL BE ACCOMPLISHED AS THE CONDUCTORS ARE INSTALLED. THE FOLLOWING SYSTEMS OF COLOR CODING SHALL BE STRICTLY ADHERED TO:

   A) GROUND LEADS: GREEN

   B) 120/240 VOLT UNGROUNDED PHASE WIRES:
      PHASE A: BLACK
      PHASE B: RED
      NEUTRAL: WHITE

   THE COLOR CODE ASSIGNED TO EACH PHASE WIRE SHALL BE CONSISTENTLY CONSISTENTLY FOLLOWED THROUGHOUT.
2. THE CONDUCTORS FOR FEEDERS AND BRANCH CIRCUITS COMBINED SHALL BE SIZED FOR A MAXIMUM OF 5 PERCENT VOLTAGE DROP TOTAL PER FBC C405.5.3.
3. ALL INTERIOR BUILDING CONDUCTORS SHALL BE RUN IN THIN WALL CONDUIT AND THIN WALL CONDUIT SHALL BE UNDERWRITERS' APPROVED GALVANIZED ELECTRICAL METALLIC TUBING. COUPLINGS AND CONNECTORS SHALL BE STEEL COMPRESSION TYPE. ZINC OR CADMIUM PLATED. BELOW GRADE CONDUITS SHALL BE SCHEDULE 40 PVC WITH RIGID METAL ELBOWS AND RISERS. RIGID METAL CONDUIT BELOW GRADE OR IN CONCRETE SHALL BE COATED WITH BITUMASTIC OR OR SLEEVED WITH 10 MIL POLYETHYLENE. SITE CONDUITS SHALL BE ROUTED AT 36" BELOW GRADE AND CONDUITS ROUTED BELOW BUILDINGS SHALL BE AT 36". EXTERIOR CONDUITS SHALL BE RIGID GALVANIZED STEEL.
4. COMBINING OF CIRCUITS IN SAME RACEWAY, OTHER THAN THOSE INDICATED ON DRAWINGS, WILL NOT BE PERMITTED.
5. ALL RACEWAYS SHALL BE PROPERLY ALIGNED, GROUPED, AND SUPPORTED BY MECHANICAL TYPE 'CADDY' CLIPS AT INTERVALS NOT EXCEEDING 8 FEET.
6. ALL RACEWAYS WITH NO. 10 OR 12 AWG PHASE CONDUCTORS FOR RECEPTACLES, LIGHTING FIXTURES AND SIMILAR CIRCUITS SHALL BE PROVIDED WITH A PARITY SIZED GREEN EQUIPMENT GROUND CONDUCTOR. GROUND CONDUCTOR SHALL BE INSTALLED IN ENTIRE RACEWAY SYSTEM INCLUDING WALL SWITCHES AND FLEXIBLE CONDUIT TO LIGHT FIXTURES. EQUIPMENT GROUND CONDUCTOR SIZES FOR CIRCUITS WITH PHASE CONDUCTORS LARGER THAN NO. 12 AWG ARE INDICATED ON DRAWINGS. GROUND CONDUCTORS SHALL BE CONNECTED TO GROUND BUSS IN PANELBOARDS.
7. RACEWAY PENETRATIONS OF FIRE RATED WALLS AND/OR FLOORS SHALL BE SEALED TO MAINTAIN INTEGRITY OF CONSTRUCTION. ALL PRODUCTS, MATERIALS AND METHODS OF INSTALLATION SHALL BE UL APPROVED AND MEET NFPA.

FIRE ALARM:

1. THE FIRE ALARM SYSTEM SHALL COMPLY WITH ALL APPLICABLE SECTIONS OF NFPA 72 & 101.
2. THE FIRE ALARM SYSTEM SHALL BE PROVIDED WITH BATTERY BACK-UP POWER FOR 24 HOURS OF STANDBY OPERATION PLUS 5 MINUTES OF ALARM OPERATION.
3. THE FIRE ALARM SYSTEM SHALL BE AN ADDRESSABLE SYSTEM. EACH DEVICE SHALL HAVE A DEVICE ID ASSOCIATED WITH IT WITH A DESCRIPTION OF THE DEVICE FOR THE CONTROL PANEL INFORMATION SCREEN.
4. THE FIRE ALARM SYSTEM CONDUCTORS WILL BE ROUTED IN CONDUIT.
5. FIRE ALARM CONTRACTOR SHALL SUBMIT COMPLETE FIRE ALARM PLANS TO THE BUILDING DEPARTMENT AND ENGINEER FOR APPROVAL. THE PLANS SHALL INCLUDE:
   A) BATTERY CALCULATIONS
   B) COMPLETE FLOOR PLANS SHOWING EACH DEVICE WITH IT'S ASSOCIATED NUMBER/LABEL AND MANUFACTURE'S MODEL NUMBER.
   C) COMPLETE RISER AND/OR WIRING DIAGRAMS SHOWING ALL TERMINATION, DEVICES, CONDUCTOR TYPES AND QUANTITIES, AND DEVICE NUMBERS/LABELS.
   D) COMPLETE FLOOR PLANS SHOWING EACH STROBE DEVICE WITH IT'S ASSOCIATED CANDELA RATING
   E) ALL MANUFACTURE'S LITERATURE SHOWING DEVICE POWER REQUIREMENTS AND THE CLASS/STYLE OF EACH DEVICE.
6. ALL FIRE ALARM DEVICES/COMPONENTS SHALL BE UL LABELED FOR FIRE SERVICE USE.
7. PROVIDE SURGE DEVICES FOR SIGNAL AND INITIATION CIRCUITS, 120V POWER, AND INCOMING/OUTGOING COMMUNICATIONS LINES PER MANUFACTURE'S RECOMMENDATIONS.
8. PROVIDE #6 BARE COPPER CONDUCTOR FROM FACP GROUNDING TO GROUND ELECTRODE.
9. FIRE ALARM SYSTEM SHALL BE MANUFACTURED BY NOTIFIER, SIMPLEX, OR SILENT KNIGHT.
10. PROVIDE COMMUNICATION CONNECTION TO FACP THAT MEETS THE REQUIREMENTS OF 2019 NFPA 72:26.6.4.1.4.

GROUNDING:

1. THE ENTIRE ELECTRICAL SYSTEM SHALL BE COMPLETELY AND EFFECTIVELY GROUNDED AS REQUIRED BY NATIONAL ELECTRICAL CODE. ALL METALLIC RACEWAYS SHALL BE MECHANICALLY AND ELECTRICALLY SECURE AT ALL JOINTS AND AT ALL BOXES, CABINETS, FITTINGS AND EQUIPMENT.
2. THE GROUNDING SYSTEM SHALL BE TESTED BY THE CONTRACTOR. THE RESISTANCE TO GROUND SHALL BE NO MORE THAN (5) OHMS. SUBMIT TEST RESULTS TO ENGINEER. CONTRACTOR SHALL MAKE UPGRADES AND ADDITIONS TO GROUNDING SYSTEM AS REQUIRED TO ACHIEVE THE (5) OHM REQUIREMENT.
3. PROVIDE NO. 6 AWG GROUND CONDUCTOR AT TELEPHONE BOARD AND CONNECTION TO THE MAIN SERVICE ENTRANCE GROUND. PROVIDE 10FT. OF SLACK AT BOARD.

OUTLET BOXES/DEVICES:

1. COORDINATE DEVICE AND COVER PLATE COLORS WITH ARCHITECT.
2. ALL OUTLET BOXES SHALL BE RIGIDLY MOUNTED AND SHALL BE EQUIPPED WITH SUITABLE SCREW FASTENED COVERS. OPEN KNOCKOUTS OR HOLES IN BOXES SHALL BE PLUGGED WITH SUITABLE BLANKING DEVICE.
3. OUTLET BOXES SHALL BE 4 INCH SQUARE x 2-1/8" DEEP. OUTLET BOXES LOCATED ABOVE THE CEILING SHALL BE LEGIBLY IDENTIFIED WITH BRANCH CIRCUIT NUMBER OF CIRCUIT TERMINATED WITHIN BY MEANS OF BLACK PERMANENT MARKER.
4. RECEPTACLES WITHIN (6) FEET OF A SINK SHALL HAVE GFCI PROTECTION.

SWITCHGEAR:

1. PANELBOARDS SHALL BE MANUFACTURED BY SQUARE 'D' COMPANY, TYPE AS SHOWN ON DRAWINGS. FURNISH WITH COPPER BUS BARS, COPPER EQUIPMENT GROUND BUS AND BOLT-ON CIRCUIT BREAKERS.
2. DISCONNECT SWITCHES SHALL BE HEAVY-DUTY TYPE AND MANUFACTURED MANUFACTURED BY SQUARE 'D' COMPANY. FUSES SHALL BE DUAL ELEMENT, CARTRIDGE TYPE. FUSES SHALL BE BY ONE MANUFACTURER: BUSSMAN "FUSETRON" OR CHASE-SHAWMUT "TRIONIC.
3. INSTALL ENGRAVED PLASTIC-LAMINATE LABELS ON EACH MAJOR UNIT OF ELECTRICAL EQUIPMENT IDENTIFYING PANELBOARD NAME OR EQUIPMENT SERVING. EXAMPLES ARE, PANELBOARDS, DISCONNECT SWITCHES, AND MOTOR STARTERS, I.E. LABELS SHALL BE 1/16" THICK BLACK PLASTIC LAMINATE WITH 3/8" WHITE CORE PLIE LETTERS.
4. PANELBOARD DIRECTORY CARDS SHALL BE TYPEWRITTEN WITH ACCURATE AND CURRENT INFORMATION BY THE CONTRACTOR AT THE END OF CONSTRUCTION.
5. MAGNETIC FULL VOLTAGE STARTERS SHALL BE SQUARE D CLASS 8536, MAGNETICALLY OPERATED WITH THREE THERMAL OVERLOAD UNITS AND FOUR AUXILIARY CONTACTS. CONTROL VOLTAGE SHALL BE 24 VOLTS SUPPLIED FROM AN INTERNAL CONTROL POWER TRANSFORMER WHERE NO OTHER SUPPLY OF CONTROL POWER IS INDICATED. HOA SWITCH SHOULD BE MOUNTED IN FRONT COVER. COMBINATION UNITS SHALL BE SQUARE D CLASS 8538 WITH THREE POLE HORSEPOWER RATED, NON-FUSIBLE DISCONNECT SWITCH INCLUDED IN THE ENCLOSURE.
6. ALL MULTI-WIRE BRANCH CIRCUIT BREAKERS ARE TO BE TIED TOGETHER BY AN IDENTIFIED HANDLE-TIE OR BY A COMMON TRIP CIRCUIT BREAKER PER NEC SECTION 210.4(B).
7. EACH MULTI-WIRE BRANCH CIRCUIT SHALL BE PROVIDED WITH A MEANS THAT WILL SIMULTANEOUSLY DISCONNECT ALL UNGROUNDED CONDUCTORS AT THE POINT WHERE THE BRANCH CIRCUIT ORIGINATES PER NEC ARTICLE 210.4(B).
8. PROVIDE ARC FLASH WARNING LABELS ON ALL SWITCHBOARDS, PANELBOARDS, INDUSTRIAL CONTROL PANELS, METER SOCKET ENCLOSURES, AND MOTOR CONTROL CENTERS THAT REQUIRE EXAMINATION, ADJUSTMENT, SERVICING, OR MAINTENANCE WHILE ENERGIZED PER NEC ARTICLE 110.16(A). SERVICES SIZED 1200 AMPS AND LARGER SHALL REQUIRE A PERMANENT LABEL AND SHALL CONTAIN THE INFORMATION REQUIRED BY NEC ARTICLE 110.16(B).
9. PROVIDE A PERMANENT LABEL TO BE AFFIXED TO THE FRONT OF ALL SWITCHBOARDS, SWITCHGEAR, AND PANELBOARDS STATING THE MAXIMUM AVAILABLE FAULT CURRENT IN AMPS, DATE CALCULATED, NOMINAL VOLTAGE AND FREQUENCY IN HERTZ, EQUIPMENT BUS RATING IN AMPS, AND SCCR OF SERVICE EQUIPMENT IN AMPS PER NEC ARTICLES 408.6, 110.21(B)(3) & 110.24. SIGNAGE SHALL BE ENGRAVED, LAMINATED ACRYLIC OR MELAMINE LABEL, PUNCHED OR DRILLED FOR MECHANICAL FASTENERS WITH WHITE LETTERS ON A BLACK BACKGROUND MINIMUM 1/16 INCH THICK. MINIMUM LETTER HEIGHT SHALL BE ½ INCH.

LIGHTING FIXTURES:

1. THE CONTRACTOR SHALL FURNISH AND INSTALL COMPLETE IN ALL RESPECTS ALL LIGHTING FIXTURES LISTED IN THE FIXTURE SCHEDULE.
2. THE CONTRACTOR SHALL SUBMIT CATALOG CUTS OF ALL THE FIXTURES TO THE ARCHITECT. THESE CUTS SHALL BE SUBMITTED IMMEDIATELY AFTER THE CONTRACTOR HAS RECEIVED AN APPROVED MATERIAL LIST FROM THE ARCHITECT.
3. LED FIXTURES SHALL HAVE 3500K COLOR TEMP.
4. LED DRIVERS SHALL COMPLY WITH UL STANDARD UL1012 AND SHALL HAVE CLASS A SOUND RATING.
5. ALL FIXTURES SHALL BE PROPERLY AND CAREFULLY SUPPORTED AND ALIGNED, AND THE CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY STEEL SHAPES, ETC., FOR SUPPORT OF FIXTURES AS REQUIRED AND DETAILED ON THE DRAWINGS. PROVIDE JUNCTION BOX STEM MOUNTED FROM DECK TO SUPPORT ALL CEILING MOUNTED EXIT LIGHTS.
6. COORDINATE ALL LOCATIONS OF LIGHTING FIXTURES WITH ARCHITECTURAL DRAWINGS.

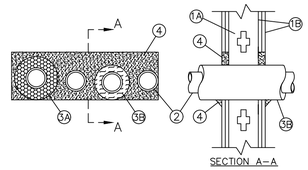
LIGHTING CONTROL:

1. PRIOR TO PASSING FINAL INSPECTION, THE CONTRACTOR SHALL HIRE AN APPROVED AGENCY, AND THEY SHALL PROVIDE EVIDENCE THAT THE LIGHTING CONTROL SYSTEMS HAVE BEEN TESTED TO ENSURE THAT CONTROL HARDWARE AND SOFTWARE ARE CALIBRATED, ADJUSTED, PROGRAMMED AND IN PROPER WORKING CONDITION IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND MANUFACTURER'S INSTRUCTIONS. FUNCTIONAL TESTING SHALL BE IN ACCORDANCE WITH SECTIONS C408.3.1.1 THROUGH C408.3.1.3 FOR THE APPLICABLE CONTROL TYPE. CONTRACTOR SHALL SUBMIT REPORT TO THE REGISTERED DESIGN PROFESSIONAL FOR REVIEW.
2. DOCUMENTS CERTIFYING THAT THE INSTALLED LIGHTING CONTROLS MEET DOCUMENTED PERFORMANCE CRITERIA OF SECTION C405 ARE TO BE PROVIDED TO THE BUILDING OWNER'S AUTHORIZED AGENT AND PROVIDED TO THE CODE OFFICIAL WITHIN 90 DAYS FROM THE DATE OF RECEIPT OF THE CERTIFICATE OF OCCUPANCY PER FBC ENERGY CODE C408.3.2.
3. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS SHOWING LOCATIONS OF ALL UNITS AND CUT SHEETS FOR ALL DEVICES.

RATED THRU WALL PIPE PENETRATION

NTS

System No.W-L-8010
May 19, 2005
F Ratings - 1 & 2 Hr (See Item 1)
T Ratings - 1/4, 3/4, 1, 1-1/2 and 1-3/4 Hr (See Items 2 & 3)



SECTION A-A

1. Wall Assembly – The 1 or 2 hr fire-rated gypsum wallboard/stud wall assembly shall be constructed of the materials and in the manner specified in the individual U300, U400 or V400 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall include the following construction features:

   A. Studs – Wall framing may consist of either wood studs or steel channel studs. Wood studs to consist of nom 2 in. by 4 in. (51 mm to max 102 mm) lumber spaced 16 in. (406 mm) OC. Steel studs to be min 3-5/8 in. (92 mm) wide and spaced max 24 in. (610 mm) OC.
   B. Gypsum Board* – Nom 5/8 in. (16 mm) thick gypsum wallboard, as specified in the individual Wall and Partition Design. Max area of opening is 65-1/4 sq in. (421 cm2) with max dimension of 14-1/2 in. (368 mm).

The hourly F Rating of the firestop system is equal to the hourly fire rating of the wall assembly.

2. Through Penetrants – A max of four pipes, conduits or tubing to be installed within the opening. The space between pipes, conduits or tubing shall be min 1/2 in to max 1-5/16 in. (13 mm to max 33 mm). The space between pipes, conduits or tubing and periphery of opening shall be min 1-3/16 in. (30 mm) for uninsulated copper tubes and copper pipes (Items 2C and 2D) and 0 in. (point contact) for insulated copper tubes and copper pipes and uninsulated steel pipes and conduit (Item 2B). The space between pipes, conduits or tubing and periphery of opening shall be max 1-5/16 in. (33 mm). Pipe, conduit or tubing to be rigidly supported on both sides of floor or wall assembly. The following types and sizes of metallic pipes, conduits or tubing may be used:

   A. Steel Pipe – Nom 2 in. (51 mm) diam (or smaller) Schedule 5 (or heavier) steel pipe.
   B. Conduit – Nom 2 in. (51 mm) diam (or smaller) steel electrical metallic tubing or steel conduit.
   C. Copper Tubing – Nom 2 in. (51 mm) diam (or smaller) Type L (or heavier) copper tubing.
   D. Copper Pipe – Nom 2 in. (51 mm) diam (or smaller) Regular (or heavier) copper pipe.

When uninsulated steel pipe or conduit is used, T Rating is 3/4 hr and 1-1/2 hr for 1 and 2 hr rated assemblies, respectively.
When uninsulated copper tubing or pipe is used, T Rating is 1/4 hr for both 1 and 2 hr rated assemblies.

3A. Pipe Covering* (Optional) – Nom 1 in. (25 mm) hollow cylindrical heavy density glass fiber units jacketed on the outside with an all service jacket. Longitudinal joints sealed with metal fasteners or factory-applied self-sealing lap tape. Transverse joints secured with metal fasteners or with butt tape supplied with the product.

See Pipe and Equipment Covering - Materials* (BRGU) category in the Building Materials Directory for names of manufacturers. Any pipe covering material meeting the above specifications and bearing the UL Classification Marking with a Flame Spread Index of 25 or less and a Smoke Developed Index of 50 or less may be used.

When pipe covering is used on all through penetrants, T Rating is 1 hr and 1-3/4 hr for 1 and 2 hr rated assemblies, respectively.

3B. Tube Insulation - Plastics# (Optional) – Nom 3/4 in. (19 mm) thick acrylonitrile butadiene/polyvinyl chloride (AB/PVC) flexible foam furnished in the form of tubing.

See Plastics (QMFZ2) category in the Recognized Component Directory for names of manufacturers. Any Recognized Component tube insulation material meeting the above specifications and having a UL94 Flammability Classification of 94-5VA may be used.

When tube insulation is used on all through penetrants, T Rating is 3/4 hr and 1-1/2 hr for 1 and 2 hr rated assemblies, respectively.

4. Fill,Void or Cavity Material* - Caulk or Sealant – Min 5/8 in. or 1-1/4 in. (16 mm or 32 mm) thickness of fill material, for 1 or 2 hr walls, respectively, applied within the annulus, flush with both surfaces of wall. At point contact locations, a min 1/2 in. (13 mm) diam bead of fill material shall be applied at the wall/pipe and wall/pipe insulation interface on both surfaces of wall.

3M COMPANY– CP 25WB+, IC 15WB+ caulk or FB-3000 WT sealant

5. Fill,Void or Cavity Materials* - Wrap Strip (Not Shown) – Min one layer of 2 in. (51 mm) wide, nom 1/4 in. (6 mm) thick intumescent elastomeric material faced on one side with aluminum foil, required only when tube insulation (Item 3B) is used in 2 hr rated assemblies. Wrap strip tightly wrapped around tube insulation (foil side exposed) within the opening on both sides of the wall, flush with both surfaces of the wall assembly.

3M COMPANY – FS-195+

#Bearing the UL Recognized Component Mark
*Bearing the UL Classification Marking

ELECTRICAL SYMBOL LEGEND

SYMBOL	DESCRIPTION	MOUNTING
	2' x 4' LED FIXTURE	SEE FIXTURE SCHEDULE
	LINEAR LED FIXTURE	SEE FIXTURE SCHEDULE
	EXTERIOR WALL FLOOD LIGHT	SEE FIXTURE SCHEDULE
	LED DOWNLIGHT	SEE FIXTURE SCHEDULE
	BATTERY POWERED EMERGENCY LIGHTING UNIT	SEE FIXTURE SCHEDULE
	EXIT LIGHT WITH BATTERY PACK, WALL MTD./CEILING MTD.	SEE FIXTURE SCHEDULE
	QUAD RECEPTACLE (20A., 125V.)	M.H. 18" TO CENTERLINE
	DUPLEX RECEPTACLE (20A., 125V.)	M.H. 18" TO CENTERLINE
	DUPLEX RECEPTACLE (20A., 125V.)	M.H. 48" TO CENTERLINE UNLESS OTHERWISE NOTED
	SINGLE GANG RECESSED TV OUTLET WITH SURGE PROTECTIVE KIT. (LEGRAND TV1WTVSSW)	VERIFY WITH OWNER
	DENOTES DATA 4" SQ. RECESSED OUTLET BOX WITH (1) 1" CONDUIT STUBBED UP ABOVE CEILING AND TERMINATED WITH INSULATING BUSHING.	M.H. 18" TO CENTERLINE UNLESS OTHERWISE NOTED
	DENOTES DATA 4" SQ. RECESSED OUTLET BOX WITH (1) 1" CONDUIT STUBBED UP ABOVE CEILING AND TERMINATED WITH INSULATING BUSHING.	MOUNT ABOVE COUNTER
	RECESSED FLOOR BOX WITH POWER AND DATA CONNECTION, LEGRAND OMNI SERIES WITH BRASS COVERS AND TRIM.	FLUSH IN FLOOR
TV	DENOTES TELEVISION 4" SQ. RECESSED OUTLET BOX WITH (2) 1 1/4" CONDUITS STUBBED UP ABOVE ACCESSIBLE CEILING AND TERMINATED WITH INSULATING BUSHING. U.O.N.	M.H. 60" TO CENTERLINE UNLESS OTHERWISE NOTED
CR	DENOTES CARD READER WEATHER-PROOF RECESSED OUTLET BOX WITH 3/4" CONDUIT STUBBED UP ABOVE ACCESSIBLE CEILING. SEE DETAIL ON SHEET E-102.	M.H. 42" TO CENTERLINE UNLESS OTHERWISE NOTED
KP	DENOTES SECURITY KEYPAD RECESSED WEATHER-PROOF OUTLET BOX WITH 3/4" CONDUIT STUBBED UP ABOVE ACCESSIBLE CEILING AND TERMINATED WITH INSULATING BUSHING. U.O.N.	M.H. 42" TO CENTERLINE UNLESS OTHERWISE NOTED
USB	DENOTES RECEPTACLE WITH (2) USB CHARGING PORTS	
GFI	DENOTES GROUND FAULT INTERRUPTER TYPE RECEPTACLE	
WR	DENOTES WEATHER-RESISTANT RECEPTACLE	
WP	DENOTES RECEPTACLE WITH DIECAST ALUMINUM 'IN-USE' COVER.	
M	MOTORIZED DAMPER.	
J / J	JUNCTION BOX OR OUTLET BOX, 4" SQUARE BOX UNLESS OTHERWISE NOTED	ABOVE CEILING / WALL
	FUSED DISCONNECT SWITCH	M.H. 6'-6" MAX. TO TOP
	120/208V. 3ø, 4W. POWER PANELBOARD	M.H. 6'-6" MAX. TO TOP
	LOW VOLTAGE CABLE	SUPPORT EVERY 4FT ABOVE CEILING
	RACEWAY CONCEALED IN WALL OR CEILINGS	SEE GENERAL NOTES
	RACEWAY CONCEALED UNDER FLOOR OR BENEATH GRADE	SEE GENERAL NOTES
	RACEWAY SURFACE MOUNTED ON WALL OR CEILING	SEE GENERAL NOTES
L1-1,3	HOMERUN TO PANEL, LETTERS INDICATE PANEL, NUMBERS INDICATE CIRCUIT. NOTE: ANY CIRCUIT WITHOUT FURTHER DESIGNATION INDICATES A TWO WIRE & EQUIP. GROUND CIRCUIT. A GREATER NUMBER OF WIRES IS INDICATED AS SHOWN: (3 WIRES & EQUIPMENT GROUND), (4 WIRES & EQUIPMENT GROUND), ETC.	AS NOTED
F	FIRE ALARM MANUAL STATION	WALL SURFACE M.H. 40" TO BOTTOM
L	FIRE ALARM VISUAL DEVICE	MOUNT FLASHING LIGHT AT 80" A.F.F. TO BOTTOM OR 6 INCHES BELOW CEILING, WHICHEVER IS LOWER
F	FIRE ALARM AUDIO / VISUAL DEVICE	MOUNT FLASHING LIGHT AT 80" A.F.F. TO BOTTOM OR 6 INCHES BELOW CEILING, WHICHEVER IS LOWER
S	FIRE ALARM SMOKE DETECTOR	CEILING SURFACE
H	FIRE ALARM HEAT DETECTOR	CEILING SURFACE
FARA	FIRE ALARM REMOTE ANNUNCIATOR	FLUSH IN WALL
FACP	FIRE ALARM CONTROL PANEL	SURFACE WALL

NEWPOWER CONSULTING, INC
15520 HIGH BELL PL, BRADENTON FL 34212
PH: 813.489.9850. COA#32011
ENGINEERING

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive PH: (863) 665-6205
Lakeland, Florida USA StraughnTrout.com
33803-3601

© CONFIDENTIAL COPYRIGHT 2023
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR95576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C. 101, ALL COPYRIGHTS, IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA. AS SUCH ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY AND THE PROPERTY OF STA, ARE AND SHALL REMAIN THE PROPERTY OF STA WHETHER THE OWNER FOR WHICH THEY WERE MADE HAS OR HAS NOT PAID STA IN FULL. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY OR SUPPLIER, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED AS A WORK MADE FOR HIRE OR ON OR AFTER DECEMBER 1, 1990 SHALL EXTEND FOR A TERM OF 70 YEARS FROM THE PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C. 101, 102. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF F.S. 688.002. ALL COPYRIGHTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

DONALD J. NEWMAN
FLORIDA REG. NO. 82387

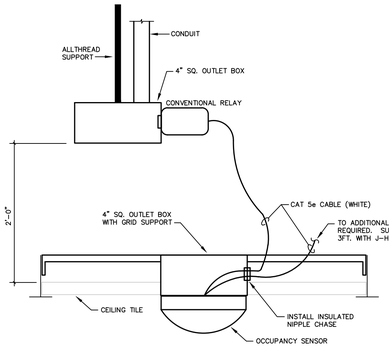
STA PROJECT #: 2306

PROJECT MGR.: DJN

#	DATE	ISSUED AS
CD	02.26.25	100% CD
CD	04.22.25	OWNER COMMENTS

ELECTRICAL SYMBOL LEGEND

E-101



(OC) P OCCUPANCY SENSOR CEILING MOUNT DETAIL

NOT TO SCALE

OCCUPANCY SENSOR SETTING NOTE:

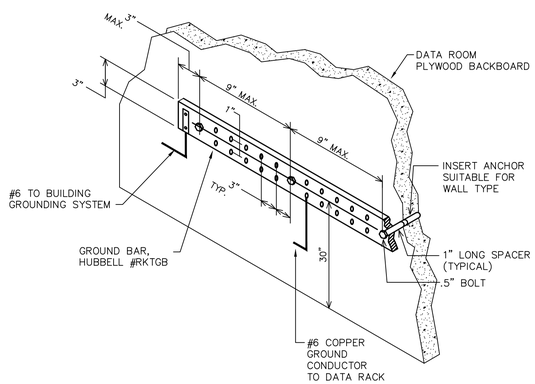
1. ALL SENSORS IN EGRESS AREAS SHALL BE SET AT 20 MINUTES. COORDINATE REMAINING SENSOR SETTINGS WITH FACILITIES MANAGER.
2. CONTRACTOR TO SUBMIT MANUFACTURER'S SHOP DRAWINGS (1/8" SCALE) SHOWING DEVICES LOCATIONS AND DESCRIPTIONS.

LIGHTING FIXTURE SCHEDULE

TYPE	MANUFACTURER	CATALOG NO.	MOUNTING	VOLT	LAMP	REMARKS
A	METALUX	24CGT3540C	LAY IN GRID	UNV	40W LED	2X4 DIMMABLE FLAT PANEL LED FIXTURE
AE	METALUX	24CGT3540C-EMB	LAY IN GRID	UNV	40W LED	2X4 DIMMABLE FLAT PANEL LED FIXTURE WITH EMERGENCY DRIVER
B	NEORAY	GUV125DIP-C375D835-C4JBB4F0-2-UDD-F-R-W-WAA	SURFACE AT 9'-0" AFF TO BOTTOM	UNV	42W LED	4FT LINEAR FIXTURE SUPPORTED FROM STRUCTURE
C	TERON LIGHTING	CDSQ-L20.0-LT500-BZ-40K	WALL MOUNTED AT 7'-6" AFG	UNV	20W LED	EXTERIOR RATED WALL PACK
CE	TERON LIGHTING	CDSQ-L20.0-LT500-BZ-40K-EB5	WALL MOUNTED AT 7'-6" AFG	UNV	20W LED	EXTERIOR RATED WALL PACK WITH INTEGRAL EMERGENCY DRIVER
D	HALO	HC6-10-HM6-0525-840	RECESSED	120	15W LED	6" DIA LED DOWNLIGHT
DS	HALO	HC6-10-HM6-0525-840-SHOWER LENS	RECESSED	120	15W LED	6" DIA DOWNLIGHT WITH SHOWER LENS
EM	SURELITES	SEL25	WALL MOUNT 7'-6"	120	LED	EMERGENCY LIGHTING WALL PACK WITH BATTERY BACKUP
F	METALUX	4SNLED-LD5-37SL-LC-UNV-L835-CD1-U	SUSPENDED AT 9FT AFF	120	28W LED	LED STRIP FIXTURE
G	METALUX	AVT2-LD5-6-DR100-W-UNV-L840-SSL-WL	SURFACE	120	100W LED	4FT VAPORTITE 6000 LUMEN LINEAR FIXTURE WITH IMPACT LENS
H	QTRAN LED	SW24/4.0-DMP-40-324/95-(LENGTH AS SHOWN)	UNDER LAB CABINETRY	UNV	4W/FT LED	DAMP RATED FIELD TRIMMABLE, DIMMABLE LED TAPE MOUNTED IN WIDE ALUMINUM EXTRUSION
X	SURELITES	APX7-R	SURFACE CEILING OR WALL ABOVE DOOR FRAME AS SHOWN	120	LED	THERMOPLASTIC EXIT SIGN

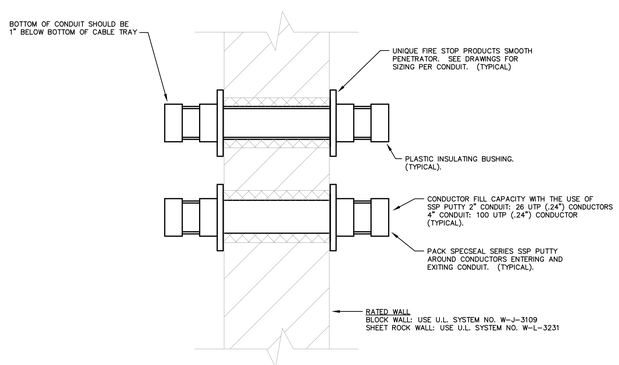
LIGHTING CONTROL SYMBOL LEGEND

$	SINGLE POLE SWITCH (20 AMP)	FLUSH IN WALL M.H. 40" TO BOTTOM
$3	3-WAY SWITCH (20 AMP)	FLUSH IN WALL M.H. 40" TO BOTTOM
$D OC	WALL MOUNTED LINE VOLTAGE DIMMER AND DUAL-TECH OCCUPANCY SENSOR	FLUSH IN WALL M.H. 40" TO BOTTOM
$# LD	LOW VOLTAGE, LED DIMMER CONTROL. NUMBER DENOTES QUANTITY OF ZONES.	FLUSH IN WALL M.H. 40" TO BOTTOM
$L	LOW VOLTAGE SWITCH.	FLUSH IN WALL M.H. 40" TO BOTTOM
$OC	WALL MOUNTED LINE VOLTAGE DUAL-TECH OCCUPANCY SENSOR	FLUSH IN WALL M.H. 40" TO BOTTOM
(OC)	LOW VOLTAGE CEILING MOUNTED DIRECTIONAL OCCUPANCY SENSOR	CEILING SURFACE
(OC) LV	LINE VOLTAGE CEILING MOUNTED DIRECTIONAL OCCUPANCY SENSOR	BOX SURFACE
P	DIGITAL OCCUPANCY SENSOR POWER PACK RELAY	SEE DETAIL THIS SHEET
P D	DIGITAL OCCUPANCY SENSOR DIMMER POWER PACK RELAY	SEE DETAIL THIS SHEET



DATA BACKBOARD GROUND BAR DETAIL

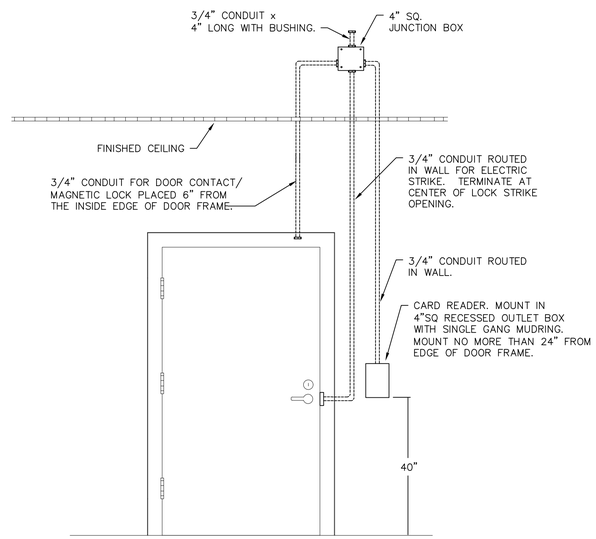
NOT TO SCALE



CONDUIT PENETRATION OF WALL

N.T.S.

NOTE: IF UNIQUE FIRE STOP PRODUCTS ARE NOT USED, CONTRACTOR MUST SUPPORT CONDUITS ON BOTH SIDES OF WALL BEING PENETRATED WITH KINDORF.



TYPICAL DOOR CONTROL WITH CARD READER

NO SCALE

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive PH: (863) 665-6205
Lakeland, Florida USA StraughnTrout.com
33803-3601

© CONFIDENTIAL COPYRIGHT 2023 STRAUGHN TROUT ARCHITECTS, LLC FLORIDA LICENSE #AR95576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C. ALL ARCHITECTURAL WORKS AND/OR ELECTRONIC FILES AND ALL PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA. AS SUCH ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND ARE THE PROPERTY OF STA AND SHALL NOT BE USED IN WHOLE OR IN PART FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STA. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, SUBCONTRACTOR, MATERIAL SUPPLIER, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C. PROTECTION FOR AN ARCHITECTURAL WORK CREATED AS A WORK MADE FOR HIRE ON OR AFTER DECEMBER 1, 1990 SHALL EXIST FROM THE DATE OF THE FIRST PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C. 19 U.S.C. SEC. 506. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF FLORIDA LAW. ALL ARCHITECTURAL WORKS, DESIGNS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND/OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

DONALD J. NEWMAN
FLORIDA REG. NO. 82387

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #: 2306

PROJECT MGR.: DJN

#	DATE	ISSUED AS
CD	02.26.25	100% CD
CD	04.22.25	OWNER COMMENTS

ELECTRICAL SCHEDULES & DETAILS

E-102

NEWPOWER CONSULTING, INC
15520 HIGH BELL PL BRADENTON FL 34212
PH: 813.489.9850. COA#32011
ENGINEERING

PANEL A VOLTAGE 120 / 240 V SIZE 400A MLO CABINET SURFACE NEMA-1
PHASE 1 PH 400A BUS RATING 22,000 AIC RATED
3 W

NOTES	REMARKS	CKT.BKR. AMPS	P	VA PHASE LOAD A	B	CKT #	BUS A	B	CKT #	VA PHASE LOAD A	B	CKT.BKR. AMPS	P	REMARKS	NOTES
	INTERIOR LIGHTING	20	1			1	X		2	900		20	1	TESTING RECEPT.	
	INTERIOR LIGHTING	20	1			3		X	4		900	20	1	TESTING RECEPT.	
	EXTERIOR LIGHTING	20	1			5	X		6	900		20	1	TESTING RECEPT.	
	EXTERIOR LIGHTING	20	1			7		X	8		900	20	1	TESTING RECEPT.	
	GENERAL RECS.	20	1	720		9	X		10	4128		50	2	AHU-1	
	GENERAL RECS.	20	1		720	11		X	12		4128				
	EXTERIOR RECS.	20	1	540		13	X		14	4128		50	2	AHU-2	
GFI	ICE MACHINE RECEPTACLE	20	2		1200	15		X	16		4128				
				1200		17	X		18	3648		40	2	AHU-3	
GFI	WASHBAR	20	1		1200	19		X	20		3648				
GFI	WASHBAR	20	1	1200		21	X		22	3264		60	2	CU-1	
GFI	EWC RECEPT.	20	1		800	23		X	24		3264				
	ROCK CRUSHER	20	2	1200		25	X		26	3264		60	2	CU-2	
					1200	27		X	28		3264				
GFI	REFRIGERATOR	20	1	1200		29	X		30	1920		35	2	CU-3	
	COUNTER REC.	20	1		900	31		X	32		1920				
	COUNTER REC.	20	1	900		33	X		34	840		15	2	CCU-1	
	BREAK RECEPTS.	20	1		900	35		X	36		840				
	BREAK RECEPTS.	20	1	900		37	X		38			20	1	SPARE	
	BREAK RECEPTS.	20	1		600	39		X	40			20	1	SPARE	
RBL	FACP	20	1	600		41	X		42			20	1	SPARE	
	DATA RECEPT.	20	1		600	43		X	44			20	1	SPARE	
	DATA RECEPT.	20	1	600		45	X		46			20	1	SPARE	
	OFFICE RECEPTS.	20	1		900	47		X	48				1	SPACE	
	OFFICE RECEPTS.	20	1	900		49	X		50				1	SPACE	
	OFFICE RECEPTS.	20	1		900	51		X	52				1	SPACE	
	STAFF RECEPTS.	20	1	900		53	X		54				1	SPACE	
	STAFF RECEPTS.	20	1	900		55	X		56				1	SPACE	
	TESTING RECEPTACLE	20	2			57		X	58				1	SPACE	
						59	X		60				1	SPACE	
	TESTING RECEPTACLE	30	2			61		X	62				1	SPACE	
						63	X		64				1	SPACE	
	TESTING RECEPTACLE	30	2			65		X	66				1	SPACE	
						67	X		68				1	SPACE	
	TESTING RECEPT.	20	1		900	69		X	70		800	20	2	HEF-1	
	TESTING RECEPT.	20	1	900		71	X		72	800					
	TESTING RECEPT.	20	1		900	73		X	74		1300	30	2	HSF-1	
	TESTING RECEPT.	20	1	900		75	X		76	1300					
	TESTING RECEPT.	20	1		900	77		X	78		4000	50	2	WH-1	
	TESTING RECEPT.	20	1	900		79	X		80	4000					
	TESTING RECEPT.	20	1		900	81		X	82			30	2	SURGE PROTECTION	
	TESTING RECEPT.	20	1	900		83	X		84						
	TOTAL			15360	13520					29092	29092	TOTAL			

GFI = GROUND FAULT INTERRUPTER TYPE.
RBL = INSTALL RED BREAKER LOCK.

TABULATION	TOTAL LOAD	DEMAND FACTOR	DEMAND LOAD
MEASURED			
LIGHTING			
COOLING	18576		
HEATING	23808	1.00	23808
RECEPTACLE	28080	0.68	19040
MISCELLANEOUS	16600	1.00	16600
LARGEST MOTOR			
TOTAL DEMAND LOAD		59448 VA	
TOTAL DEMAND AMPS		247.7 A	

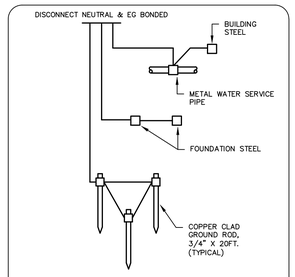
######
####

MAXIMUM
AVAILABLE FAULT
##,### AMPS
(DATE)

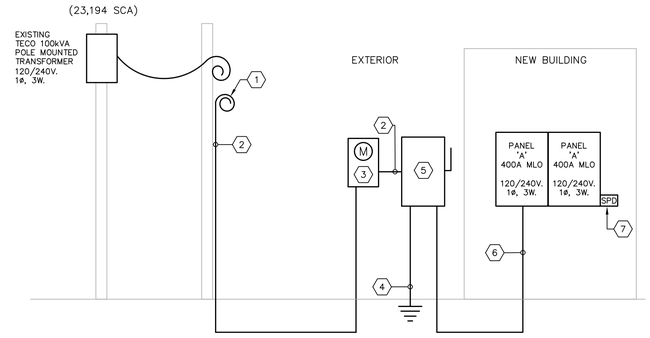
120/240V.
1ø, 3W.

FAULT PLACARD DETAIL
NTS

NOTES:
1. PROVIDE INSTALL ENGRAVED PLASTIC LAMINATE SIGN PER NEC 408.6 AND 110.21(B)(3). PROVIDE WEATHER-RESISTANT 1/8" THICKNESS ENGRAVING STOCK MELAMINE PLASTIC LAMINATE, SIZE AS REQUIRED WITH 1/8" THICKNESS, ENGRAVED WITH 3/16" LETTER STYLE AND WORDING INDICATED, BLACK FACE AND WHITE CORE PLIES (LETTER COLOR) INDICATED, PUNCHED FOR MECHANICAL FASTENING. SECURE WITH SELF TAPPING STAINLESS STEEL SCREWS.



GROUNDING DETAIL
N.T.S.



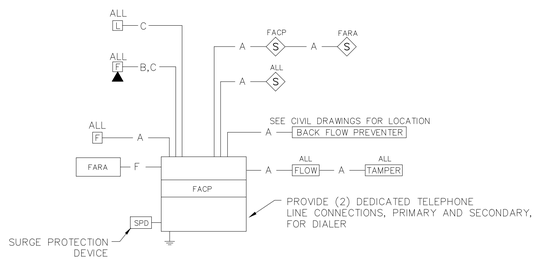
POWER RISER DIAGRAM
N.T.S.

RISER DIAGRAM NOTES:
1. COORDINATE CONNECTION WITH TECO.
2. 3 NO. 500 KMCIL – 3"C.
3. 400A. FEED THRU METER PER TECO REQUIREMENTS. INSTALL GROUNDING PER TECO STANDARDS.
4. NO. 1/0 COPPER GROUND ELECTRODE CONDUCTOR. SEE SERVICE GROUNDING DETAIL THIS SHEET.
5. SERVICE RATED 400A.–2P. DISCONNECT SWITCH IN NEMA–3R ENCLOSURE FUSED AT 400 AMPS.
6. 3 NO. 500 KCMIL AND 1 NO. 3 E.G. – 3"C.
7. SURGE PROTECTION DEVICE, 80kA PQ PLUS PROTECTION.

FAULT STUDY

XFMR AFC 23194
VOLTAGE 240

NODES	D/S	PNL A
I_{SCA}	23194	16590
length	55	15
wire size	500	500
C VALUE	26706	26706
sets	1	1
f	0.3981	0.0776517
M	0.7153	0.9279
FAULT	**16590**	**15395**



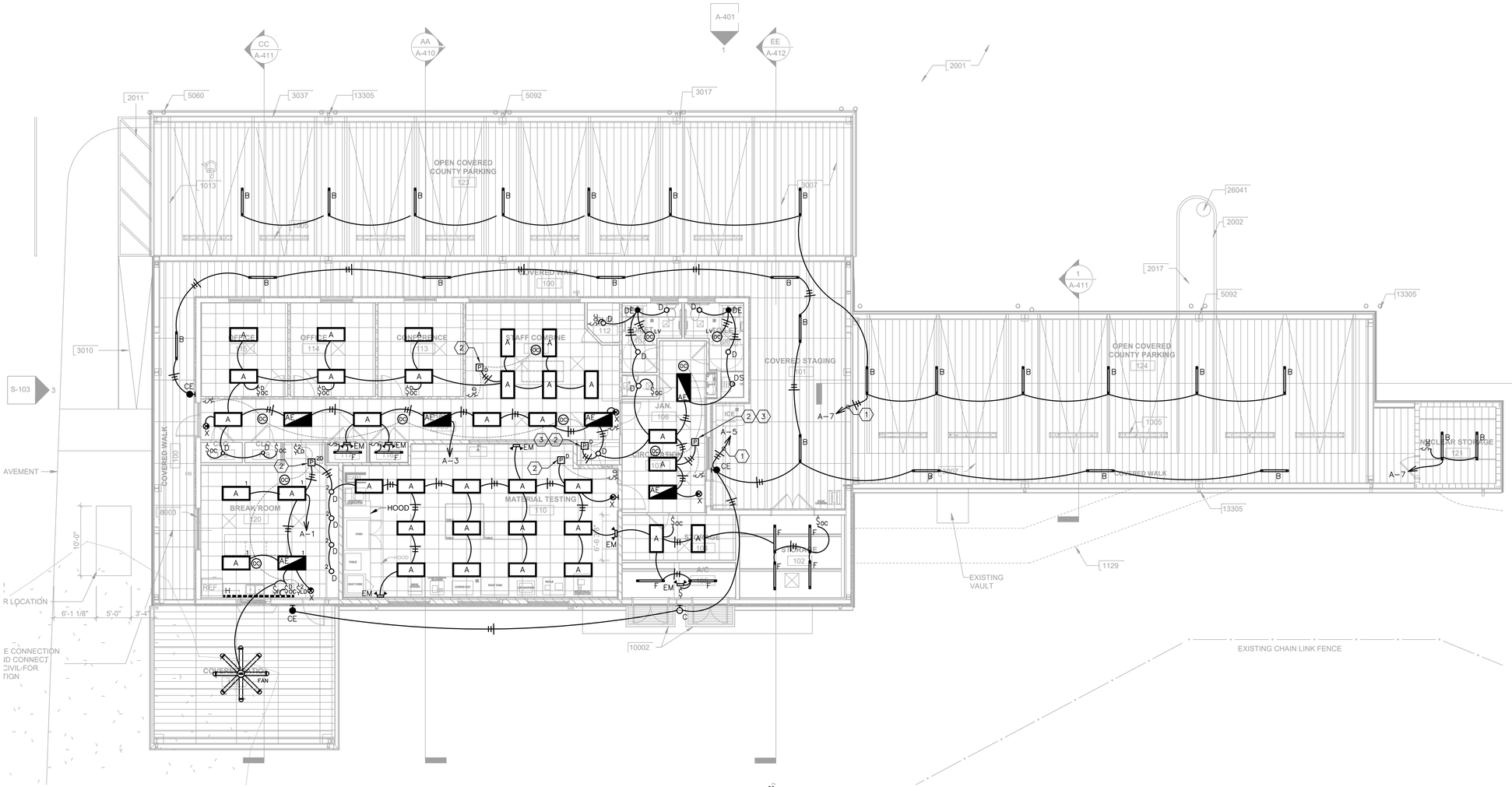
FIRE ALARM RISER DIAGRAM
NTS

FIRE ALARM SYSTEM – WIRING SCHEDULE				
	CONDUCTORS	DESCRIPTION	SLC/NAC	CLASS/STYLE
A	2C #18 SHIELDED TWISTED PAIR	ADDRESSABLE INITIATION DEVICES	SLC	CLASS B
B	(2) #14 AWG THHN	AUDIBLE DEVICE	NAC	STYLE Y
C	(2) #14 AWG THHN	VISUAL DEVICE	NAC	STYLE Y
D	(2) #14 AWG THHN	AHU & FAN SHUTDOWN RELAY	SLC	CLASS B
E	2C #18 SHIELDED TWISTED PAIR	NOT USED	SLC	CLASS B
F	2C #16 SHIELDED TWISTED PAIR (2) #16 AWG THHN	FIRE ALARM REMOTE ANNUNCIATOR	SLC	CLASS B

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive PH: (863) 665-6205
Lakeland, Florida USA StraughnTrout.com
33803-3601

© CONFIDENTIAL COPYRIGHT 2023
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR95578

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C. ALL ARCHITECTURAL WORK CREATED AS A WORK MADE FOR HIRE ON OR AFTER DECEMBER 1990 AND ALL PROTECTION FOR AN



LIGHTING PLAN

SCALE: 1/8" = 1'-0"

GENERAL NOTES:

A. SEE SHEET E-102 FOR LIGHTING FIXTURE SCHEDULE.

B. CONNECT EMERGENCY LIGHTING BATTERY PACKS, NIGHT LIGHTS AND EXIT LIGHTS TO UNSWITCHED LEG OF LIGHTING CIRCUIT.

C. SWITCHES AND DIMMERS SHOWN SHALL OVERRIDE "OFF" OCCUPANCY SENSOR CONTROL.

DRAWING NOTES:

1. ROUTE CIRCUIT VIA LIGHTING CONTROL PANEL MOUNTED IN ELEC. RM. CONNECT TO ROOM 120V RECEPTACLE FOR POWER. PROVIDE/INSTALL EXTERIOR PHOTOCELL CONNECTION.
2. RELAY SHALL BE MOUNTED IN ELECTRICAL ROOM FOR MAINTENANCE PURPOSES.
3. CONNECT RELAY TO FIRE ALARM SYSTEM FOR OCCUPANCY SENSOR OVERRIDE.

STRAUGHN TROUT ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601

PH: (863) 665-6205
StraughnTrout.com

© CONFIDENTIAL COPYRIGHT 2023
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR95578

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C. ALL ARCHITECTURAL WORK AND ASSOCIATED DRAWINGS, SPECIFICATIONS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA. AS SUCH ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY AND THE PROPERTY OF STA ARE AND SHALL REMAIN THE EXCLUSIVE PROPERTY OF STA FOR ITS OWN USE. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR CONSTRUCTION FIRM, CONSTRUCTION MANAGER, OWNER, MATERIAL SUPPLIER, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED AS A WORK MADE FOR HIRE ON OR AFTER DECEMBER 1, 1990 SHALL EXTEND FOR THE TERM OF 70 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C. SEC. 506. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF FLORIDA LAW. ALL ARCHITECTURAL WORK, INCLUDING IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

DONALD J. NEWMAN
FLORIDA REG. NO. 82387

INSPECTION AND TESTING BUILDING
FOR POLK COUNTY ROADS &
DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

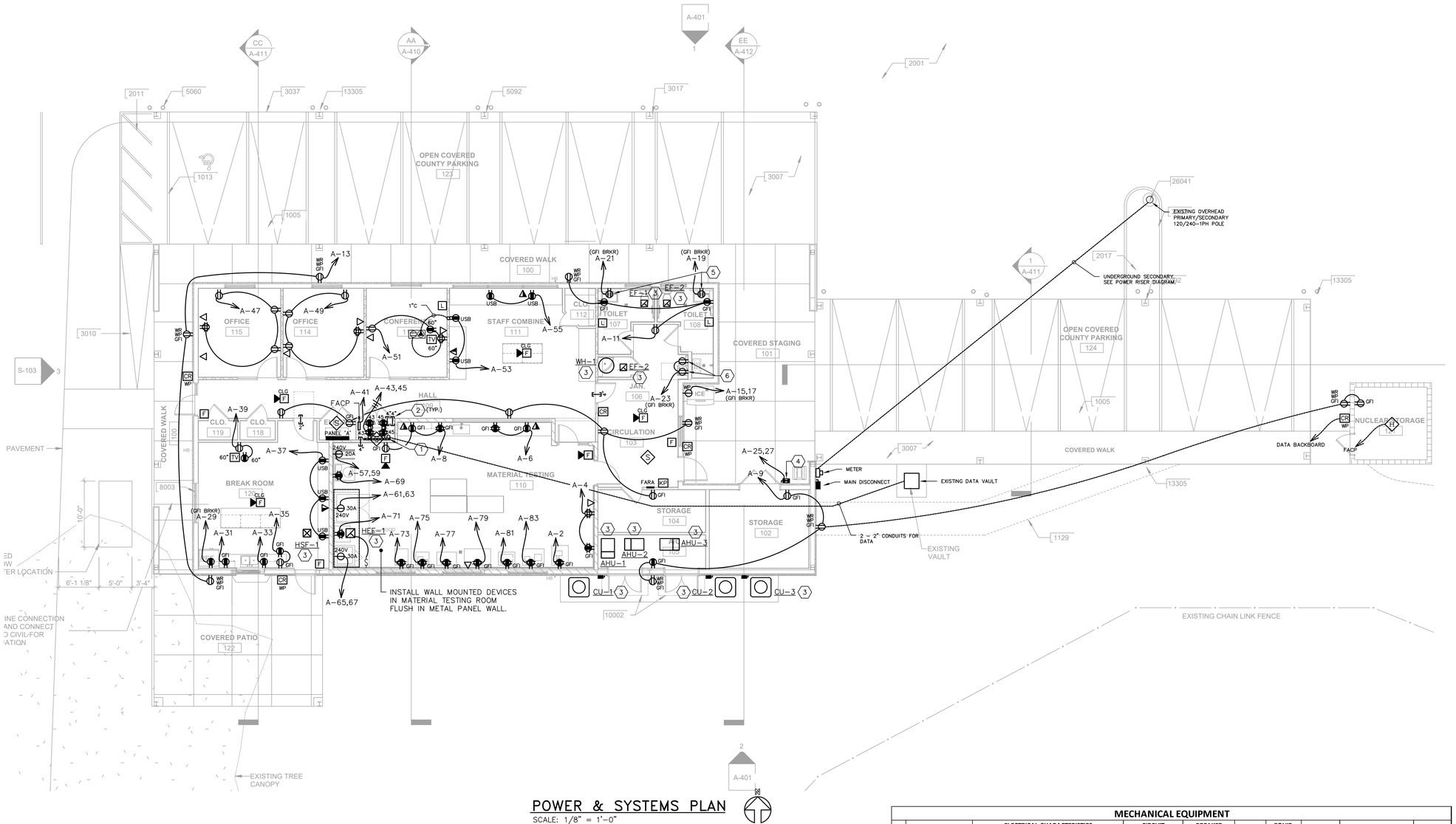
STA PROJECT #:	2306
PROJECT MGR.:	DJN

#	DATE	ISSUED AS
CD	02.26.25	100% CD
CD	04.22.25	OWNER COMMENTS

LIGHTING PLAN

E-301

NEWPOWER CONSULTING, INC
15520 HIGH BELL PL, BRADENTON FL 34212
PH: 813.489.9850. COA#32011
ENGINEERING



POWER & SYSTEMS PLAN

SCALE: 1/8" = 1'–0"

GENERAL NOTES:

A. COORDINATE MOUNTING HEIGHTS OF DEVICES ABOVE COUNTERS WITH ARCHITECTURAL MILLWORK ELEVATIONS.

B. GFCI RECEPTACLES SHALL BE MOUNTED IN ACCESSIBLE LOCATION.

DRAWING NOTES:

1. DATA/TELEPHONE BOARD. SEE GROUNDING ON SHEET E–102.
2. SLEEVING FOR DATA. SIZE NOTED. SEE DETAIL ON SHEET E–102.
3. SEE MECHANICAL SCHEDULE THIS SHEET FOR POWER REQUIREMENTS.
4. 208V–1ø, NEMA–1 STARTER/DISCONNECT WITH NEMA–3R ENCLOSURE AND CONNECTION TO ROCK CRUSHER. STARTER TO HAVE PUSHBUTTON ON/OFF BUTTONS.
5. RECEPTACLE FOR WASHBAR. COORDINATE LOCATION WITH WASHBAR SPECIFICATIONS.
6. RECEPTACLES FOR WATER FOUNTAIN. COORDINATE LOCATIONS WITH WATER FOUNTAIN SPECIFICATIONS.

MECHANICAL EQUIPMENT

	DESCRIPTION	ELECTRICAL CHARACTERISTICS VOLTS	PHASE	KW	HP	MCA	CIRCUIT DESIGNATION	BREAKER AMPS	BREAKER POLES	FEEDER	EQUIP. GROUND	CONDUIT	DISCONNECT SWITCH	REMARKS
	AHU-1	240	1			43.0	A-10,12	50	2	(2) #6	#10	3/4"	60A/2P/NF/NEMA-1	
	AHU-2	240	1			43.0	A-14,16	50	2	(2) #6	#10	3/4"	60A/2P/NF/NEMA-1	
	AHU-3	240	1			38.0	A-18,20	40	2	(2) #8	#10	3/4"	60A/2P/NF/NEMA-1	
	CU-1	240	1			34.0	A-22,24	60	2	(2) #6	#10	3/4"	60A/2P/F/NEMA-3R	NOTE #1
	CU-2	240	1			34.0	A-26,28	60	2	(2) #6	#10	3/4"	60A/2P/F/NEMA-3R	NOTE #1
	CU-3	240	1			20.0	A-30,32	35	2	(2) #8	#10	3/4"	60A/2P/F/NEMA-3R	NOTE #1
	A/C-1	240	1			1.0	NOTE #3			(2) #12	#12	3/4"	30A/3P/NF/NEMA-1	
	CCU-1	240	1			7.0	A-34,36	15	3	(2) #12	#12	3/4"	30A/2P/F/NEMA-3R	NOTE #1
	HEF-1	240	1		3/4		A-70,72	20	2	(2) #12	#12	3/4"	MOTOR RATED TOGGLE	
	HSF-1	240	1		1.675		A-74,76	30	2	(2) #10	#10	3/4"	30A/2P/NF/NEMA-1	
	EF-1	120	1	0.08			NOTE #2			(2) #12	#12	1/2"	TOGGLE DISCONNECT	
	EF-2	120	1	0.08			NOTE #2			(2) #12	#12	1/2"	TOGGLE DISCONNECT	
	EF-3	120	1	0.08			NOTE #2			(2) #12	#12	1/2"	TOGGLE DISCONNECT	
	WH-1	208	1	8			A-78,80	50	2	(2) #6	#10	3/4"	60A/2P/NF/NEMA-1	

NOTES:
1. FUSE DISCONNECT PER UNIT NAMEPLATE MFS OR MOCP.
2. CONNECT TO SWITCHED LEG OF ROOM LIGHTING CIRCUIT.
3. UNIT FED FROM CCU-1.

STRAUGHN TROUT ARCHITECTS

2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601

PH: (863) 665-6205
StraughnTrout.com

© CONFIDENTIAL COPYRIGHT 2023
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR95578

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C. ALL ARCHITECTURAL WORKS CONTAINED IN THESE PLANS, INCLUDING BUT NOT INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA, AS SUCH ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY AND THE PROPERTY OF STA ARE OWNED BY AND THE PROPERTY OF STA AND ARE FOR USE ON THE SPECIFIC OWN USE. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER THIRD PARTY, VENDOR, SUPPLIER, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED AS A WORK MADE FOR HIRE ON OR AFTER DECEMBER 1990 SHALL EXIST FOR THE LIFE OF THE AUTHOR OR PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C. SEC. 506. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF FLORIDA LAW. ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND/OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

DONALD J. NEWMAN
FLORIDA REG. NO. 82387

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #: 2306

PROJECT MGR.: DJN

#	DATE	ISSUED AS
CD	02.26.25	100% CD
CD	04.22.25	OWNER COMMENTS

POWER & SYSTEMS PLAN

E-401

NEWPOWER CONSULTING, INC
15520 HIGH BELL PL. BRADENTON FL 34212
PH: 813.489.9850. COA#32011
ENGINEERING

November 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM # 1
BID # 25-614, Construction of a New Inspection & Testing Building

---

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/answers, ***"Bid 25-614, Addendum 1"*** attachment added to FTP Site and bid receiving date extension.

The Bid Receiving Date has been extended two (2) weeks. The revised Bid Receiving Date is Wednesday, December 3, 2025, prior to 2:00 p.m.

To receive a copy of the Addendum 1 attachment 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 25-614, Bid Attachments", select "Open" or "Save As" to download the Addendum document. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

Addendum 2 forthcoming.

Respectfully,

Tabatha Shirah
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 # 25-614, Construction of a New Inspection & Testing Building
Addendum # 1

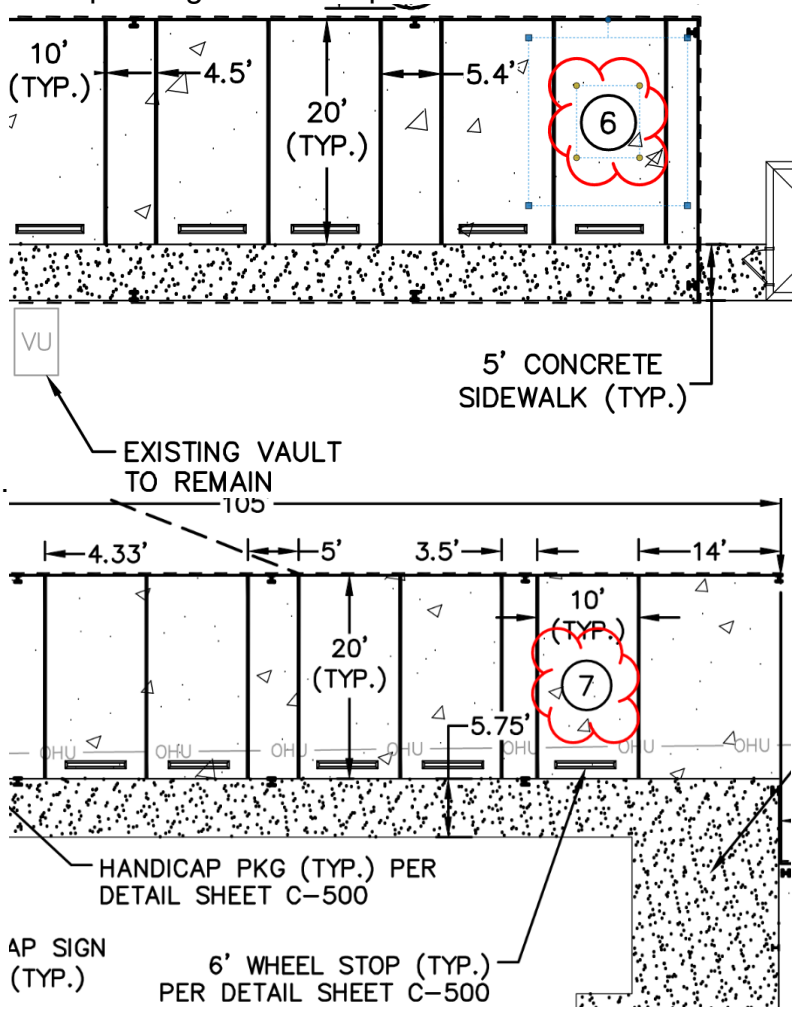
Q1: Specifications - page 3, say to see drawings for Division 27 and 28. The drawings do not have any specifications for Div. 27 and 28, does the County have a Specified Vendor or Manufacturer for these Divisions?

A1: These divisions have been incorporated into the drawings. No formal spec. for these divisions.

Q2: Request that Star Building Systems be an approved manufacturer for Specification 133419 Metal Building Systems? Star Building Systems can meet all other aspects of the specification and provide the specified Insulated wall and roof panels. The existing Traffic Engineering Operations building at the site is manufactured by Star Building Systems.

A2: Response to be provided in forthcoming Addendum No. 2. Substitution is currently under review.

Q3: Sheet C-100 has note callouts 6 & in between some parking spaces, but there are no corresponding notes to explain what these mean. Please provide the notes.



A3: The number identifies the number of parking spaces.

BID # 25-614, Construction of a New Inspection & Testing Building
Addendum # 1

Q4: Sheet G-003 note 18 says “all exposed steel shall be painted unless otherwise noted.” Is this to be done in the manufacturing process by the PEMB manufacturer or is this to be done during the construction process?
A4: Any exposed steel is to be field painted as per the specification section 099113,3.6,C.

Q5: Is there a weathertightness warranty on the PEMB?
A5: Specification section 133419,2.2,A thru J identifies “Metal Bldg. Performance Requirements” for this project.

Q6: The plans show for two trees to be removed, but during the site walk, we noticed they were already gone and only the stumps remain. Are we to grind the stumps or leave as is?
A6: Leave as is.

Q7: The basis of design for this building is Metallic, will you accept Schulte Building Systems, Varco Pruden, Whirlwind, Dean, Nucor and Butler as approved equals?
A7: Response to be provided in forthcoming Addendum No. 2. Substitution is currently under review.

Q8: Are we installing the existing equipment that is listed on A-112D?
A8: Owner will be responsible for coordinating the relocation of the lab equipment and all required utilities are by the contractor.

Q9: Sheet A-602 mentions “window per schedule”, but we could not find a window schedule on the plans. Can a window schedule be provided?
A9: “Schedule” relates to sheet A601 that identifies exterior and interior windows for this project.

Q10: Page 042200 - 6 of the spec book calls out ASTM C90 block, which typically has a net compressive strength of 2000 PSI. However, the spec book also calls for 2800 PSI. Please confirm what PSI is needed.
A10: The specifications are to be followed as 2800 PSI.

Q11: Page 042200 – 5 calls for integral water repellant. Preformed precast will not have a water repellent additive.
A11: This refers to CMU not pre-cast.

Q12: The basis of design for storefront is Kawneer, YKK or equal. Will you accept Oldcastle and Trulite as equals?
A12: Response to be provided in forthcoming Addendum No. 2. Substitution is currently under review.

Q13: Are straight columns required?
A13: Yes.

BID # 25-614, Construction of a New Inspection & Testing Building
Addendum # 1

Q14: Is there a dedicated landscape or irrigation scope included in this project? If so, please provide the missing landscape/irrigation drawings or identify where those requirements are located in the technical specifications. If no landscape or irrigation scope is intended, please confirm that final site restoration (grading, sod, and irrigation repair) is to be included under the sitework/civil contractor's scope only.

A14: Contract shall provide and install Bahia sod in all disturbed work areas. Contractor shall provide temporary initial hand watering of the sod for 2 weeks after installation. Sod shall be in good quality condition when installed with tightly abutted joints and proof rolled in an overlapping fashion in two opposing directions creating a smooth level condition.

Revision 1

See FTP Site for Sheet A-803, revised sheet with Lavatory section details.

STRAUGHN TROUT
ARCHITECTS

2005 E. EDGEWOOD DRIVE LAKELAND, FL 33803 863.665.6205 LIC. NO. AR96576

ADDENDUM NO. 001

PROJECT:
New Inspections & Testing Building
For Polk County Roads and Drainage
PCBCC
300 Sheffield Road
Winter Haven, Florida 33880

DATE OF ISSUANCE: NOVEMBER 4, 2025

ARCHITECT PROJECT NUMBER: 2306

INSTRUCTIONS:
1. This Addendum shall be included as part of the original Construction Documents and the work required therein.
2. All work performed under this addendum shall be subject to the requirements of the Specifications and the Drawings for the work of this Project.
3. Submit written acknowledgement of receipt, understanding, and incorporation of all items of this addendum into the RFQ Submittal Package.

GENERAL NOTES

SPECIFICATIONS

1. Section 01400 Quality Requirements - Add the following paragraph,

   D. The General Contractor is required to submit a Site-Specific Safety Plan (SSSP) required by the County's Risk Management Division.

   2. Section 133419 Metal Building Systems

   As stated in Part ,2.1,B this specification is based equal to "Metallic Building Systems". Any

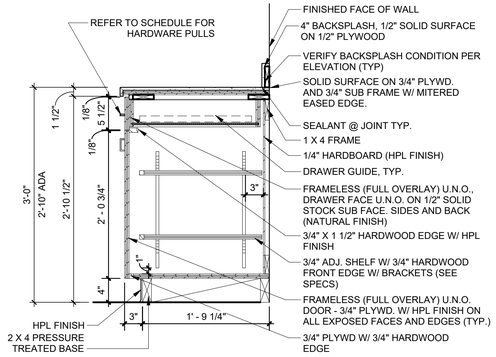
   PEMB manufacturer is encouraged to provide their product for this project.

DRAWINGS

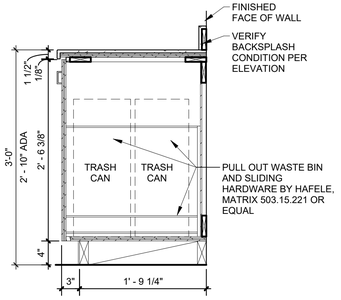
1. Sheet A-803

See attached revised sheet with Lavatory section details and manufactured rough-in drawings.

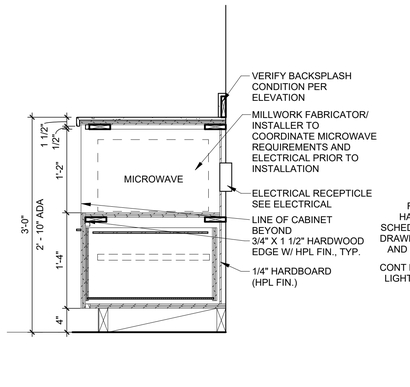
END OF ADDENDA



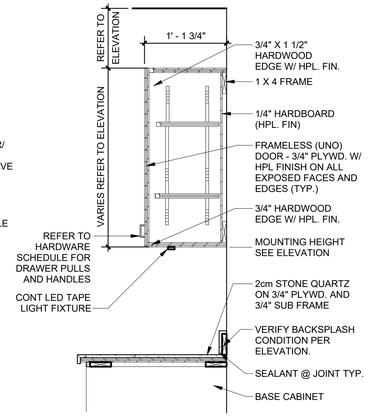
1 TYPICAL BASE CABINET
1" = 1'-0"



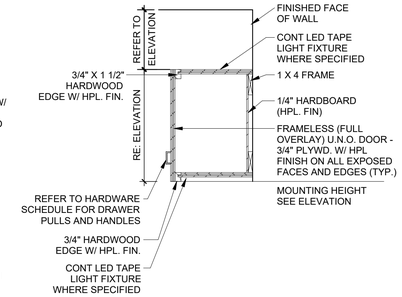
2 BASE CABINET - WASTE BIN
1" = 1'-0"



5 BASE CABINET - MICROWAVE
1" = 1'-0"



3 UPPER CABINET TYPICAL
1" = 1'-0"



4 UPPER CABINET - SHORT
1" = 1'-0"

GENERAL NOTES

KEYNOTES

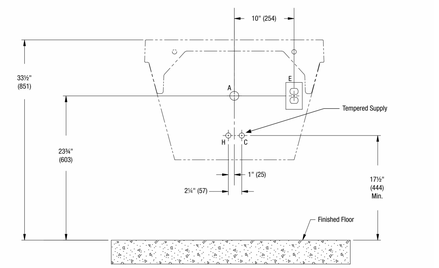
5004	STRUCTURAL STEEL FRAMING, SEE STRUCTURAL DRAWINGS.
5100	3-5/8" STEEL STUD FRAMING @ 16" O.C.
5101	6" STEEL STUD FRAMING @ 16" O.C.
5106	8" STEEL STUD FRAMING @ 16" O.C.
5107	2 1/2" 18GA GALVANIZED METAL STUD.
6129	3/4" PT PLYWOOD.
6130	3/4" SOLID SURFACE COUNTER WITH UV COATING FOR EXTERIOR USE.
9032	5/8 IN. GYPSUM SHEATHING - TYPICAL.
10064	57 IN. X 42 IN. MIRROR CENTERED OVER WALL HUNG LAVATORY - TYPICAL. MOUNT WITH BOTTOM OF FRAME AT 44 IN. AFF.
13318	INTERIOR METAL WALL PANEL BY PEMB MANUFACTURER
22050	BRADLEY LAVATORY W/ SOAP DISPENSER & HAND DRYER.

Bradley
A MTS Brand

LVQD1
Verge® with WashBar® Technology – LVQ-Series

Plumbing and Electrical Rough-Ins for LVQD1 Wash Basin **(mm)**

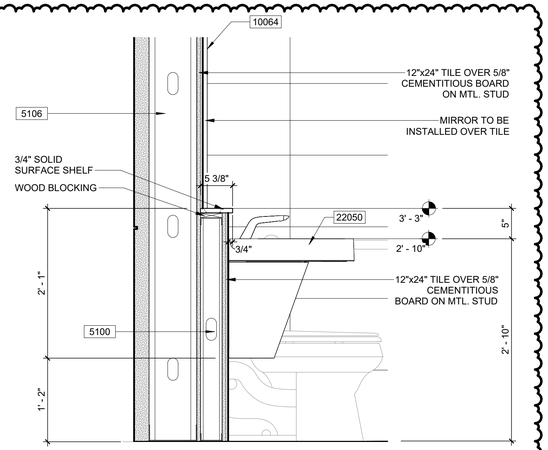
☑ Mounting for Standard ADA and TAS height shown.



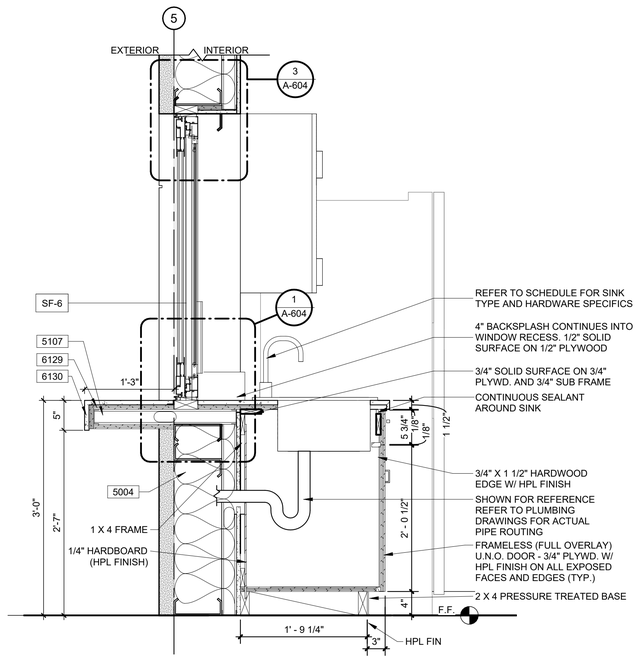
CODE	DESCRIPTION	QTY.
A	1½" NPT Drain, Stub-out 2" from wall	1
H,C	½" Nominal (¾" O.D. Comp.) Hot/Cold supplies, Stub-out 2" from wall	1
E	A dedicated NEMA 5-15R Receptacle, 125V GFCI must be provided, which is properly grounded and no more than 4 ft from the installation of the dryer assembly.*	1

* If no GFCI outlet is provided, contact a licensed electrician to ensure proper electrical connections in accordance with local building codes. Troubleshooting and internal maintenance must be performed by qualified service personnel.

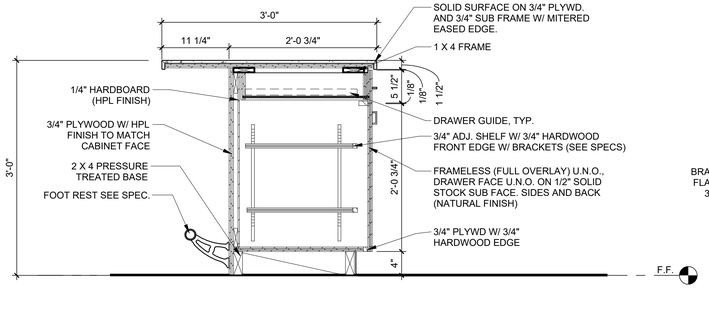
10 POWER WASH BAR ROUGH-IN DETAIL
1" = 1'-0"



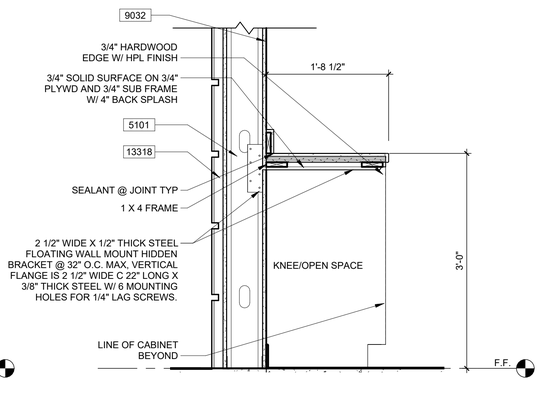
9 WALL SECTION @ LAVATORY
1" = 1'-0"



7 M4 SECTION
1" = 1'-0"



6 M5 SECTION
1" = 1'-0"



8 M6 SECTION
1" = 1'-0"

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-6205
StraughnTrout.com

© CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR96576

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT PRODUCED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), ARE COPYRIGHTED BY STA AND ARE THE PROPERTY OF STA. ALL CONCEPTS, IDEAS, DESIGNS, DRAWINGS, AND PLANS INDICATED OR REPRESENTED BY ANY DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER ENTITY FOR ANY PURPOSE WHATSOEVER OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. PURSUANT TO SECTION 120 OF THE COPYRIGHT ACT, 17 U.S.C., PROTECTION FOR AN ARCHITECTURAL WORK CREATED ON OR AFTER DECEMBER 1, 1990 SHALL EXIST FOR THE ARCHITECTURAL WORK FOR 120 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER FEDERAL LAW PUNISHABLE BY FINE OF UP TO $250,000. ANY UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF I.C.34-3-1-1 ET. SEQ. AND OTHER APPLICABLE LAWS. THE CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ANYONE VIOLATING THE INTENT OF THIS COPYRIGHT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #:	2306
PROJECT MGR.:	GWT

#	DATE	ISSUED AS
1	11.04.25	ADNM 1

MILLWORK SECTIONS AND DETAILS

A-803

Autodesk Docs://2025 - Renovation to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BLDG RENOVATIONS_ARCH_V24.rvt
11/4/2025 11:00:34 AM

November 14, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM # 2

BID # 25-614, CONSTRUCTION OF A NEW INSPECTION & TESTING BUILDING

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: Additional site-visit information.

Non-mandatory additional site-visit will be held Thursday, November 20, 2025, at 1:30 p.m. in the Roads & Drainage Building, located at 3000 Sheffield Road, Winter Haven, FL 33880.

Only the contractors who attended the Mandatory Pre-Bid/Site-Visit held on Tuesday, October 28, 2025 are eligible to submit a bid. The purpose of this site-visit is to allow vendors to bring subcontractors, take measurements, etc. if they were unable to at the mandatory.

Respectfully,

Tabatha Shirah
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: _____

November 21, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM # 3
BID # 25-614, Construction of a New Inspection & Testing Building

---

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/answers and revised drawings added to the FTP Site.

To receive a copy of 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 25-614, Bid Attachments"**, select "Open" or "Save As" to download the **"Bid 25-614, Addendum 3 – Revised Drawings**." If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathshirah@polkfl.gov.

Respectfully,

Tabatha Shirah
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 # 25-614, Construction of a New Inspection & Testing Building
Addendum # 2

Q1 Request that Star Building Systems be an approved manufacturer for Specification 133419 Metal Building Systems? Star Building Systems can meet all other aspects of the specification and provide the specified Insulated wall and roof panels. The existing Traffic Engineering Operations building at the site is manufactured by Star Building Systems.

A1: Approved.

Q2: The basis of design for this building is Metallic, will you accept Schulte Building Systems, Varco Pruden, Whirlwind, Dean, Nucor and Butler as approved equals?

A2: Approved.

Q3: Per page 084113-3 of spec section 084113 - Aluminum-Framed Entrances and Storefronts, basis of design for storefront is Kawneer, YKK or equal. Will you accept Oldcastle and Trulite as equals?

A3: Approved.

Q4: See C-100 and S-101. They call out different types/ thicknesses to be used for the concrete slabs. Which sheet should we use for pricing this project?

A4: Sheet C-100 refers to concrete walks. Sheet S-101 refers to Building concrete slabs.

Q5: Sheet E-301 drawing note 1 references a lighting control panel. I do not see any additional information concerning this control panel. Can you please provide more information as to what this panel will need to be capable of doing?

A5: 4-relay control panel (manufacturer: Greengate or equal)

Q6: Will General Contractor be responsible for relocation of testing equipment from existing lab to new lab?

A6: The GC is responsible for coordination with the owner the relocation of this equipment and all required utilities at each location. NOTE: Item #11 requires new concrete base as shown.

Q7: Please confirm where manual operated roller window shades and motor operated roller window shades will be required.

A7: Please see specification Section 122413- Roller Window Shades.
Motorized shades are required at all exterior windows except toilet rooms 107 & 108

Q8: Will TR4-36 wall panels be used on this project? I saw listed in Specification 133419 but did not see shown on elevations.

A8: See Q29 response.

Q9: Will any roof warranty be required for this project?

A9: Metl-Span Mfgrs. 2-part warranty. Two-year limited warranty on the panels against defects in material and workmanship, and a separate, longer-term finish warranty. Additionally see specification section 133419, 1.6, Warranty,A.1.

Q10: Where will Specification 072713 Modified Bituminous Sheet Air Barriers be required to be installed?

A10: This product is to be used for miscellaneous waterproofing at openings.

BID # 25-614, Construction of a New Inspection & Testing Building
Addendum # 2

Q11: Ref. page LS-101: Please confirm only (1) fire extinguisher is required.
A11: Confirmed.

Q12: Ref. page A-112D: Please confirm all lab equipment is furnished and installed by the owner.
A12: See Q6 response.

Q13: Ref. page A-112D: Confirm GC to provide poured concrete base for equipment #11.
A13: See Q6 response.

Q14: Ref. page A-101F: Please confirm all furniture is furnished and installed by the owner.
A14: Furniture shown on sheet A-101F is for reference only.

Q15: Ref. pages Millwork details/sections: 3/4” Solid Surface is not available, confirm 1/2” Soild Surface will suffice or provide alternative solution.
A15: Please see solid surface counters produced by Avonite or Corian Solid Surface material. Our contacts have confirmed that 3/4" thickness is available in Florida.

Q16: Ref. page A-112E, Room 111: Please provide details/sections for millwork in room 111 (M2, M3, and both countertops).
A16: See attached revised sheet A112E for millwork details and additional notes.

Q17: Ref. Specifications: Confirm the following specifications sections are not needed; 101416, 101419, and 122413. If needed, please specify location.
A17: Delete Sections 101416 and 101419. (none this project). Section 122413-Roller Window Shades, see Q7 response.

Q18: Ref. Specification 113100: Confirm GC is to furnish and install all residential appliances.
A18: Equipment identified in this section is part of this project including installation. Part 2 Products, including 2.1 Manufacturers, 2.2 Refrigerator, 2.3Microwave, 2.4 Ice Maker.

Q19: Ref. page A-401: Provide basis of design for door canopies.
A19: Basis of Design: Mapes - Super Lumideck with cantilever supports. See sheet A-401 for canopy dimensions and keynote 10018 for fascia information.

Q20: Our company has been unable to speak to a representative of the metal building manufacturer specified in the drawings. Can updated contact information be provided?
A20: All manufacture are approved – See Question No#1 and No#2 response.

Q21: Spec Section 096723 has Stonhard/Stonclad as the BOD. There are many different types of Stonclad. Which product do you want (Stonclad GS, UT, HT, Etc.)?
A21: Refer to specification section 133419-Metal Building Systems,2.5,A,1,a.

BID # 25-614, Construction of a New Inspection & Testing Building
Addendum # 2

Q22: Note One on the lighting plan indicates that exterior lighting should be run through a lighting control panel. However, we couldn't locate any lighting control panel shown on the plans or in the panel schedule. Could you please provide: Product information for the specified lighting control panel, or Confirmation on how the exterior lighting is intended to be controlled if no panel is required?
A22: 4-relay control panel (manufacturer: Greengate or equal). Locate panel in electrical room.

Q23: What is the spec for the ice machine & TV?
A23: See specification section 113100-Residential Appliances for Ice Machine. Owner to provide TV, GC to coordinate with the Owner for installation.

Q24: P-201 shows a 2" drain from P9 to the South, noting to see civil. The civil plans do not address this drain. Please advise.
A24: The 2" line from P-9 should be taken to a drywell.

Q25: The fire line goes between existing oak trees; is root pruning required?
A25: Yes, include the cost to prune the roots of the tree.

Q26: FP-201 shows the FDC at the building; C-300 shows it at the backflow. Which is correct?
A26: FDC at the backflow is acceptable.

Q27: The frame size will be designed by PEMB engineers rather than the exact size requested in drawings. Is this acceptable?
A27: Yes, if wall configuration is maintained.

Q28: The drawings show the frame of the nuclear storage area and the covered area connecting it to the covered parking to be designed by others. Will we need to supply just the panels for this, or will we need to supply the purlins and girts as well? If so, the purlins and girts should be designed by the frame engineer for the nuclear storage area.
A28: The design intent is to utilize extending the metal building roof purlins and sidewall girts as shown on sheet A-120.

Q29: The wall panels on the drawings and specs conflict with each other. Sheet A-401 calls for AVP exterior metal wall panels, but page 133419 – 6 calls for Metl-Span TR4-36 wall panels. Please confirm If PEMB manufacturer is to provide AVP Panels for the wall. All other exterior wall panels should be provided by others.
A29: The Intent is to match existing buildings on this campus. The project has insulated exterior (Metl-Span CF Tuff Cast 2.5"thick) and uninsulated exterior (Metl-Span TR4-36) metal wall panels. MBCI AVP wall panel can be used as an alternate for the uninsulated wall panel.

Q30: Are you asking for a composite roof system or an insulated metal panel?
A30: Please see specification section 133419-Metal Building Systems, 2.4,A.

BID # 25-614, Construction of a New Inspection & Testing Building
Addendum # 2

Q31: Is the PEMB manufacturer to provide lateral support of steel stud exterior walls, i.e. spandrel beam?
A31: See Q36 response.

Q32: Regarding West End wall fame shown on 3/S-103, please explain the elevations. It shows double girts at line 2 and 5, but that is not what the wall details show on A-501 and A-502.
A32: These details are from PEMB basis of design literature and are shown on both east and west.

Q33: Sheet 101419 – 3 of the spec book says dimensional character height is to be “as indicated on drawings”. Sheet G-003 also says refer to signage details. We could not locate any signage details/dimensions on the drawings. Please provide interior & exterior signage details/dimensions.
A33: Delete section 101419-Dimensional Letter Signage. None this project.

Q34: Please provide the basis of design for aluminum canopies shown on A-401. There are no specs provided.
A34: See Q19 Response.

Q35: Sheet S-102 calls for 8” metal studs, * A-502 keynote 5101 calls for 6” metal studs. Which is to be used?
A35: Sheet S102 is correct (8"metal Stud). Keynote on sheet A-501 is incorrect. Please refer to Sheet A-111A and Sheet A-510 for correct wall types. Wall types of WT-2 and WT-7 are 8" metal stud walls.

Q36: Please provide detail for stud wall to PEMB per A-502.
A36: See attached revised sheet A-502 for metal stud wall to PEMB detail and additional information.

Q37: The photo on sheet A-112D of the poured concrete base for equipment 11 appears to have cove base around it, will this need to be provided at the new facility?
A37: Yes.

Q38: The poured concrete base for equipment 11 is not shown on the structural plans. Is there a structural detail for this base?
A38: The concrete base is to be formed and poured at new location.

Q39: Sheet A-301 calls out a hood exhaust roof penetration, but sheet M-201 calls for a hood exhaust fan & hood supply fan. Will there need to be two separate roof penetrations for these items? If so, please provide flashing details & updated roof plans to reflect this.
A39: Two separate roof penetrations will be needed, flashing details should be same as exhaust fan.

Q40: Sheet M-201 calls out two 72”x12” Greenheck louvers above the doors. The frames called out at this location are only 5’ wide with transom louvers. Please confirm if the frame or Greenheck louver needs to change.
A40: Louvers need to be a nominal 60 x 12, however since the louvers are being mounted in the transom frames, verify exact size prior to ordering.

Q41: Sheet A-411 keynote 26029 calls out “ceiling mounted fan. Please see fixture schedule.” We could not locate any spec or model for this fan in the plans or spec book. Please provide a model for this fan.
A41: Fan to be equal to Big Assfans, outdoor, 96" ceiling mtd.

Q42: Detail 3&4 A-802 both call for LED tape lights under the upper cabinets. This detail is called out in both Material Testing 110 and Breakroom 120. However, Sheet E-301 only calls for the LED tape lights (fixture H) in Breakroom 120. Please confirm if the LED tape lights are to be installed in both rooms or just Breakroom 120.
A42: LED tape lighting is required under the upper cabinets in Material Testing 110.

Q43: AS-101 shows underground conduit being run from the existing vault to the generator area that is outside of the property. Is this an existing underground conduit that needs to be relocated per C-050? If so, please provide more information/scope about the relocation of associated wiring/conduit.
A43: No, the conduit and the wiring out of the scope of that project.

Q44: Is access control to be by the contractor or the county? If we need to provide it, do you have a preferred vendor?
A44: Specialty Electronic Systems(SES) was specified in the bid documents. SES Contact:
Kevin Dial
Address: 37919 Heather Plaza, Dade City, Florida 33525
Email: kevin@sesalarms.com
Office: 352-567-5996
Fax: 352-521-6085

Q45: PEMB manufacturers typically do not provide engineering over a structure that is done by others. Will the architect or engineer design the roof over the nuclear storage building?
A45: See Q28 response.

Q46: Is a job trailer required?
A46: Refer to specification section 015000,Part 2,2.2, 2.2 Temporary Facilities for project requirements.

Q47: Is temporary construction fencing required?
A47: Refer to specification section 015000, Part 3,3.4,G for project requirements.

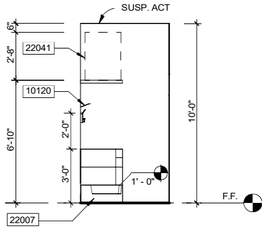
Q48: Is furniture (tables, chairs, tvs, desks, etc) to be provided & installed by the contractor or the county? If by contractor, please provide specs for all furniture to be installed.
A48: See Q14 response.

Q49: Equipment 7 oven on sheet A-112D shows a wood box framed below the oven in the photo. Are we to provide this? If so, please provide a detail/spec.
A49: Base is to be a part of the relocation. See Q6 response.

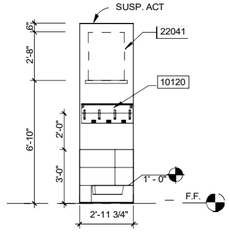
Q50: Two of the SF-100 elevations are interior, but they are currently calling for laminated glass. Can this be changed to 1/4" tempered glass instead?
A50: SF-100 for doors 100,110 and 111 have 1" insulated glass.

Q51: Per the drawings, straight columns for PEMB are shown but are tapered columns acceptable?
A51: Straight columns are preferred. The county will accept either for bidding purposes to cover potential higher cost on a tapered column.

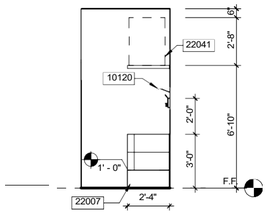
Q52: During our review of the project specifications (page 384), it appears that the painting scope includes stucco and concrete tilt-up panels. However, a review of the drawings indicates that neither stucco nor concrete tilt-up panels are present on the building. Our painting contractor, who developed their bid based on the square footage listed in the specifications, noted this discrepancy and has indicated they will withdraw their bid to avoid mispricing. Can the County please confirm the intended scope of the exterior painting work and clarify and/or correct the specifications to accurately reflect the building materials?
A52: Please refer to specifications section 099113-Exterior Painting, 3.6-Exterior Painting Schedule, A,B,C and D. --Disregard paragraph A (No tilt wall or stucco).



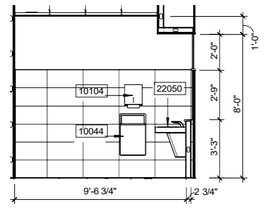
1 NORTH ELEVATION - JANITOR CLOSET
1/4" = 1'-0"



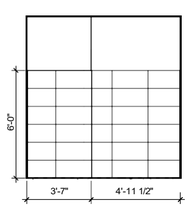
1 WEST ELEVATION - JANITOR CLOSET
1/4" = 1'-0"



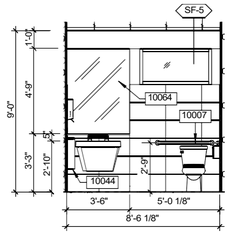
1 SOUTH ELEVATION - JANITOR CLOSET
1/4" = 1'-0"



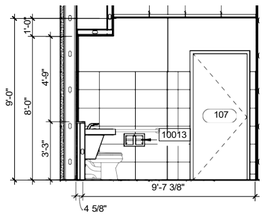
1 WEST ELEVATION - TOILET 107
1/4" = 1'-0"



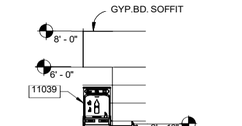
1 SOUTH ELEVATION - TOILET 107
1/4" = 1'-0"



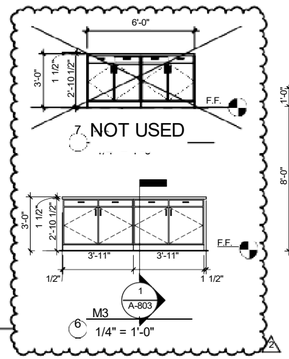
9 NORTH ELEVATION - TOILET 107
1/4" = 1'-0"



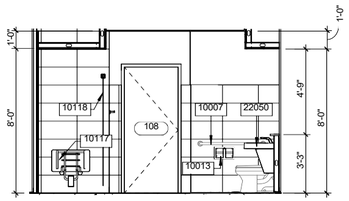
8 EAST ELEVATION - TOILET 107
1/4" = 1'-0"



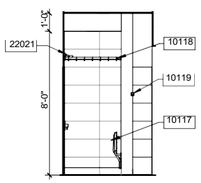
15 EAST ELEVATION - DRINKING FOUNTAIN
1/4" = 1'-0"



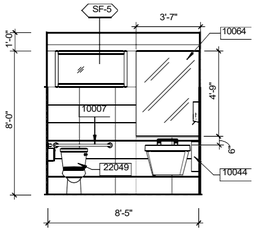
6 1/4" = 1'-0"



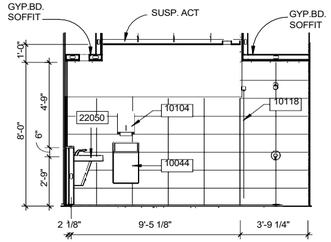
5 WEST ELEVATION - TOILET 108
1/4" = 1'-0"



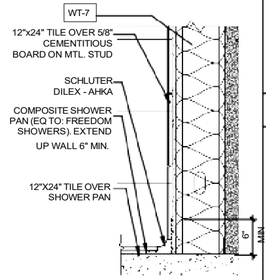
4 SOUTH ELEVATION - TOILET 108
1/4" = 1'-0"



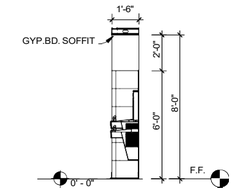
3 NORTH ELEVATION - TOILET 108
1/4" = 1'-0"



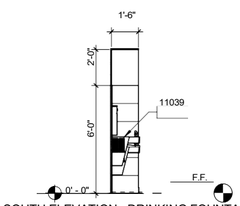
2 EAST ELEVATION - TOILET 108
1/4" = 1'-0"



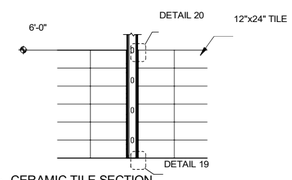
21 SHOWER PAN SECTION
1" = 1'-0"



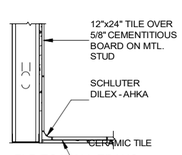
16 NORTH ELEVATION - DRINKING FOUNTAIN
1/4" = 1'-0"



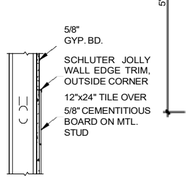
17 SOUTH ELEVATION - DRINKING FOUNTAIN
1/4" = 1'-0"



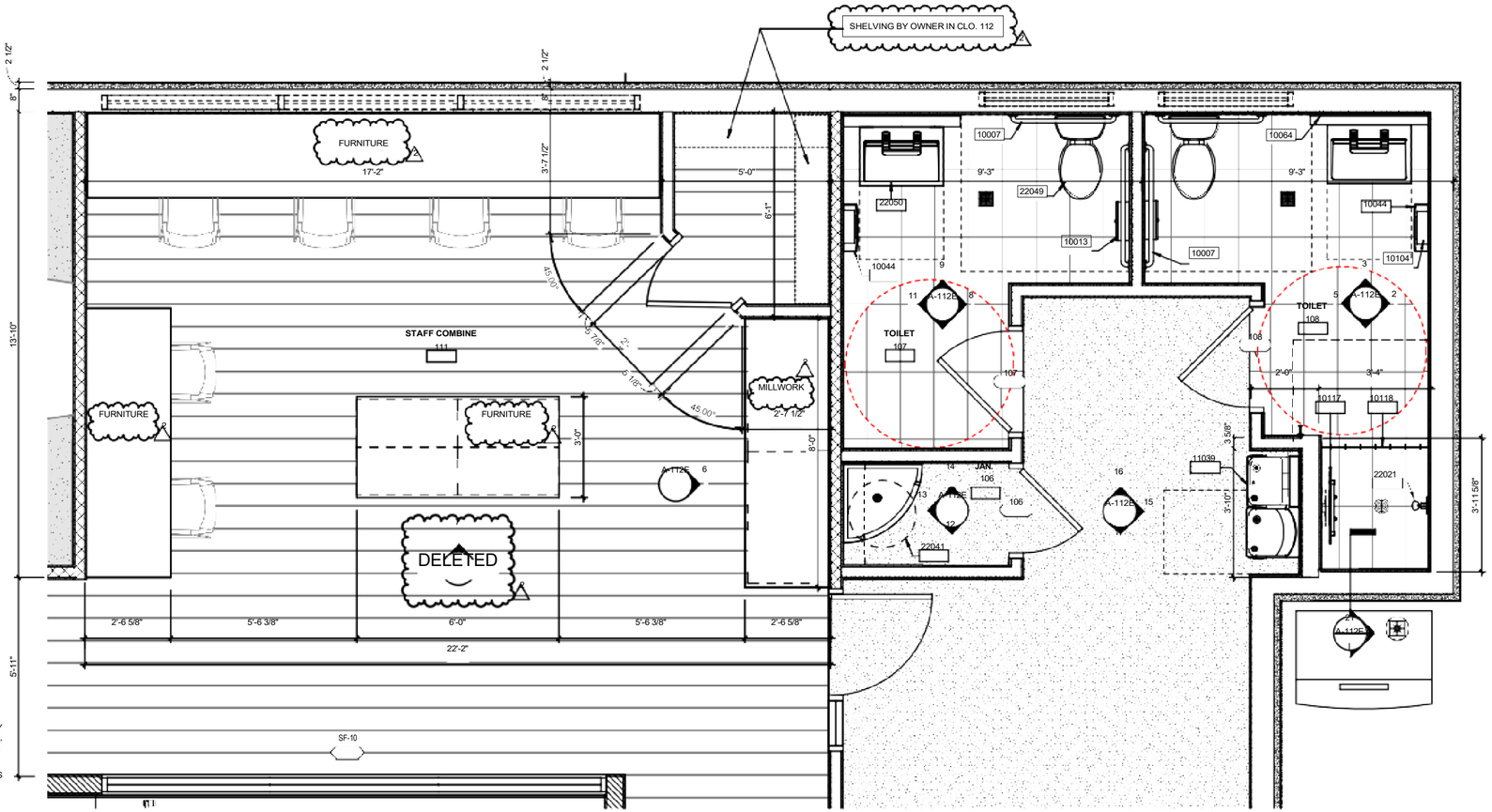
18 CERAMIC TILE SECTION
1/4" = 1'-0"



19 FLR TO WALL TRANS.
3/4" = 1'-0"



20 TILE EDGE TRIM DETAIL
3/4" = 1'-0"



1 ENLARGED PLAN STAFF COMBINE
1/2" = 1'-0"

NORTH

TOILET ACCESSORIES

Keynote	Description	Count
10007	Bobrick B-6806 Grab Bars	4
10013	TrimLineSeries™ Surface-Mounted Multi-Roll Toilet Tissue Dispenser	2
10044	Bobrick B-43644 Contura Series Recessed Waste Receptacle	2
10064	Mirror: 57" X 42"	2
10104	Fino Collection Surface Mounted Paper Towel Dispenser	2
10117	Bobrick Solid Phenolic Folding Shower / Dressing Area Seat	1
10118	Bobrick B-204-2 Vinyl Shower Curtain and Rod	1
10119	Bobrick Surface Mounted - Towel Pin	1
10120	Bobrick B-239 Utility Shelf with Rag Hooks and Broom Holders	1
11039	Elkay drinking fountain: EMABFTL8WS	1
22021	Built-In Shower with Concealed Supplies - Hand Shower and Showerhead	1
22049	ADA Toilet Commercial	2
22050	Verge™ Lavatory System w/Washbar Technology – LVQ Series, One Station	2

KEYNOTES

10007	PROVIDE PAIR OF HORIZONTAL GRAB BARS ADJACENT TO WATER CLOSET - TYPICAL IN EACH SINGLE USER TOILET ROOM AND H/C TOILET STALL. PROVIDE 42 IN. LONG GRAB BAR ON SIDE WALL LOCATED 12 IN. FROM REAR WALL AND 36 IN. BAR ON REAR WALL SET 4 IN. OUT OF CORNER OF ROOM. MOUNT BOTH AT 34 IN. AFF TO CENTERLINE.
10013	WALL MOUNTED TOILET TISSUE DISPENSER - TYPICAL AT EACH WATER CLOSET. MOUNT WITH BOTTOM AT 18 IN. AFF AND 7-9 IN. FROM FRONT OF TOILET.
10044	RECESSED WASTE RECEPTACLE. SEE SPECS.
10064	57 IN. X 42 IN. MIRROR CENTERED OVER WALL HUNG LAVATORY - TYPICAL. MOUNT WITH BOTTOM OF FRAME AT 44 IN. AFF.
10104	WALL MOUNTED PAPER TOWEL DISPENSER.
10117	FOLDING SHOWER/DRESSING AREA SEAT.
10118	SHOWER COURTAIN AND ROD, TYP.
10119	SURFACE MOUNTED TOWEL PIN.
10120	UTILITY SHELF W/ MOP/BROOM HOLDERS AND RAG HOOKS.
11039	ELKAY DRINKING FOUNTAIN
22007	MOP FLOOR SINK.
22021	SHOWER WITH RAISED CURB AND CERAMIC TILE FINISH.
22041	WALL MOUNTED WATER HEATER. SEE ENGINEER'S DRAWINGS.
22049	ADA TOILET COMMERCIAL.
22050	BRADLEY LAVATORY W/ SOAP DISPENSER & HAND DRYER.

GENERAL NOTES

1. SEE DETAILS 18-20 FOR SCHLUTER SECTIONS REQUIRED FOR ALL EXPOSED CERAMIC TILE EDGES.

LEGEND

FLOOR FINISH LEGEND

- LVT: KARDEAN, VAN GOGH RECLAIMED REDWOOD VGW99T (48"X7")
- CARPET: TANDUS CENTIVA, SUBSTANCE 11449, BLOCK OUT 76204 (18"X36")
- STONHARD EPOXY
- SEALED CONCRETE
- TILE: DATILE HAUT MONDE GLITTERATI GRANITE HM03 (UNPOLISHED 12" X 24")

INTERIOR WALL FINISH LEGEND

- HORIZ. METAL WALL PANEL. METAL SPAN IW SERIES: IW-10A
- CT-1: CERAMIC TILE DALTILE, HAUT MONDE GLITTERATI GRANITE HM03 (UNPOLISHED, 12"X24" FLOOR/WALL)

INT. PAINT

- **ACCENT:** SHERWIN WILLIAMS, SW 9141 WATERLOO.
- **FIELD:** SHERWIN WILLIAMS, SW SW 7672 KNITTING NEEDLES.

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3001
PH: (863) 665-6005
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR0013174

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND WRITTEN MATERIAL CONTAINED IN THIS DOCUMENT ARE CREATED BY STRAUGHN TROUT ARCHITECTS, LLC (STA), AND COPYRIGHTED BY STA. AS SUCH ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND WRITTEN MATERIAL CONTAINED IN THIS DOCUMENT ARE OWNED BY AND THE PROPERTY OF STA (WHEREVER CREATED, EVOLVED AND DEVELOPED FOR IT'S OWN USE. NONE OF THE AFOREMENTIONED MAY BE DISCLOSED, REPRODUCED, COPIED OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONSTRUCTION FIRM, SUBCONTRACTING FIRM, SUPPLIER, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. THESE RESTRICTIONS ARE TO BE CONSIDERED IN ADDITION TO PROTECTION FOR AN ARCHITECTURAL WORK CREATED AS A WORK MADE FOR HIRE ON OR AFTER DECEMBER 1, 1990, LASTS FOR 50 YEARS FROM THE DATE OF PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM IS LESS.

WARNING: REPRODUCTION / MISUSE OF A CRIMINAL OFFENSE UNDER SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C.: 18 U.S.C. SEC. 506. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF F.S 24.2-31-187. SEC. AND OTHER STATE AND FEDERAL LAWS. ANY UNAUTHORIZED USE OF THESE DRAWING AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ALL RIGHTS OF COPYRIGHT AND PATENT INFRINGEMENT PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND/OR DETAIL EXCEPT BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. SCALES GIVEN ARE CONSIDERED WHEN DETAILING SCALES CAN BE ALTERED. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #: 2306

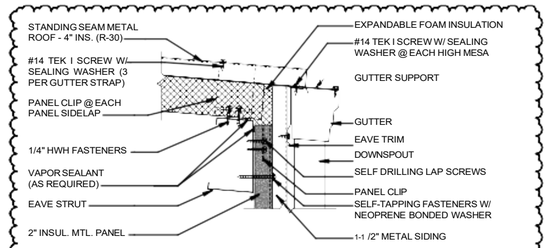
PROJECT MGR.: GWT

#	DATE	ISSUED AS
2	11.12.25	ADNM 2

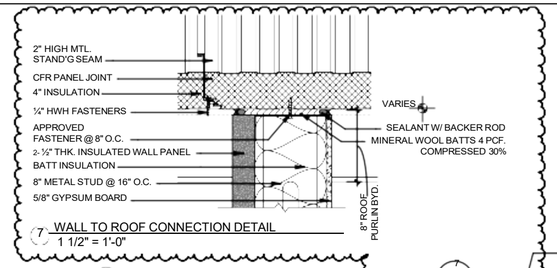
ENLARGED FLOOR PLAN AND ELEVATIONS

A-112E

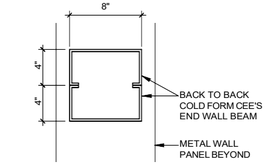
Autodesk Docs://2306 - Renovations to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING ROAD&DRAINAGE_ARCH_V25.rvt
11/12/2025 2:28:36 PM



6 EAVE DETAIL @ SOUTH GUTTER
1 1/2" = 1'-0"



7 WALL TO ROOF CONNECTION DETAIL
1 1/2" = 1'-0"



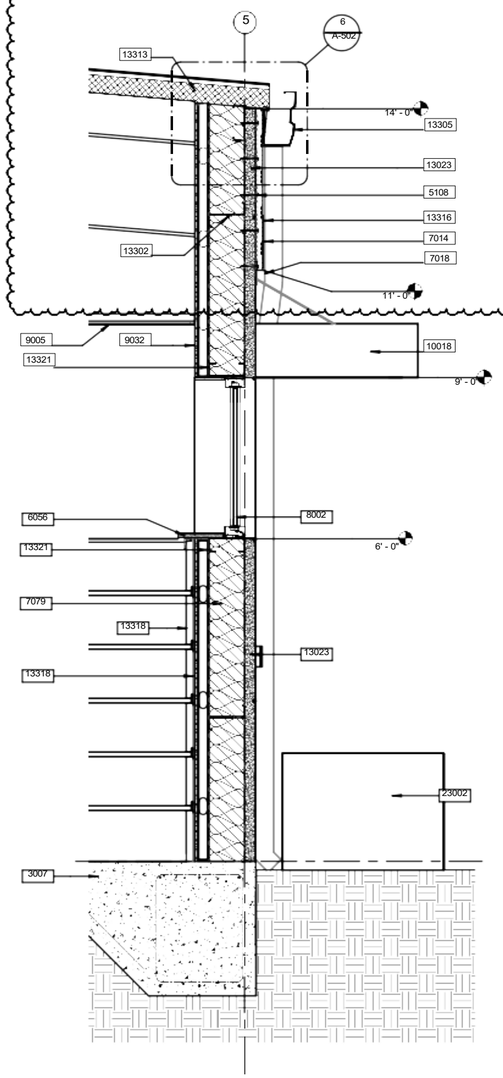
5 ENDWALL BEAM
1 1/2" = 1'-0"

GENERAL NOTES

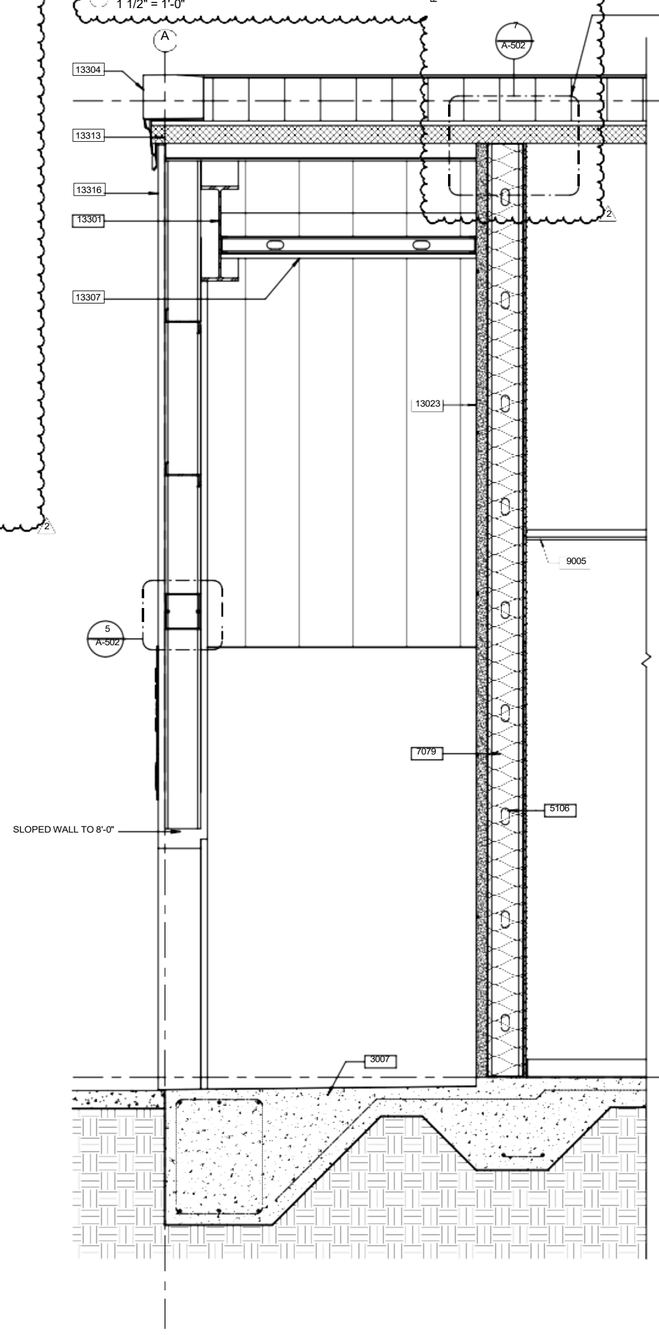
1. SEAL ALL PENETRATIONS TO ENSURE VAPOR BARRIER CONTINUITY AT ALL EXTERIOR INSULATED PANEL.

KEYNOTES

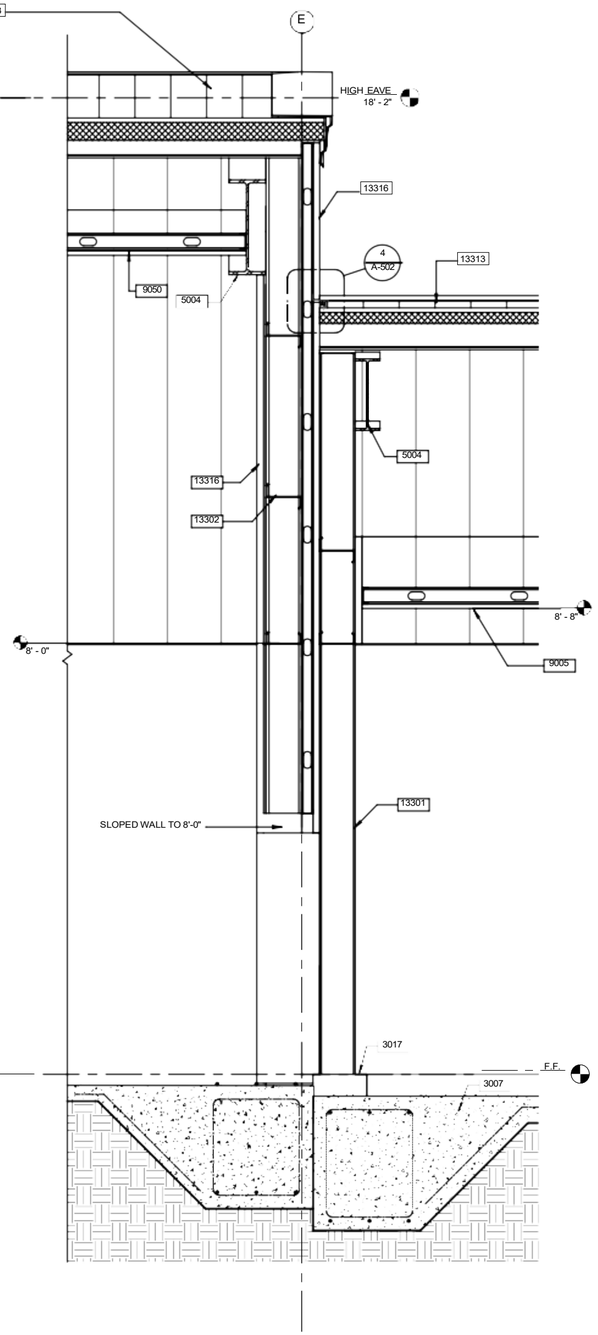
3007	6 IN. CONCRETE WALK SLAB REINFORCED WITH 6X6-W1.4 X W1.4 WWF OVER WELL COMPACTED SUB-GRADE. PROVIDE COLD CONSTRUCTION JOINTS (CJ) AT MAXIMUM 30 FT. O.C. AND AS SHOWN; AND TOOLED JOINTS (TJ) AT 6 FT. O.C. (MAXIMUM) OR AS SHOWN. FINISH AS SCHEDULED.
3017	MONOLITHIC CONCRETE SLAB / FOUNDATION AS REQUIRED BY SPECIALTY ENGINEER.
5004	STRUCTURAL STEEL FRAMING, SEE STRUCTURAL DRAWINGS.
5106	8" STEEL STUD FRAMING @ 16" O.C.
5108	4" SELF-TAPPING FASTENERS W/ NEOPRENE BONDED WASHER. SPACING AS REQUIRED BY MFG.
6056	WINDOW SILL, SOLID SURFACE AS SPECIFIED, TYP.
7014	PREFINISHED METAL DRIP EDGE TYPICAL OVER CONT. CLEAT.
7018	PREFINISHED ALUMINUM SILL FLASHING - TYPICAL AT ALL EXTERIOR OPENINGS.
7079	BATT INSULATION INSTALLED TO FILL WALL STUD CAVITY - TYPICAL.
8002	ALUMINUM STOREFRONT WITH FIXED GLASS.
9005	SUSPENDED ACOUSTICAL CEILING - WITH ACOUSTICAL TILE AS SPECIFIED / SCHEDULED.
9032	5/8 IN. GYPSUM SHEATHING - TYPICAL.
9050	5/8 IN GYPSUM SHEATHING OVER SUSPENDED GALV METAL FRAMING SYSTEM HUNG FROM ROOF STRUCTURE.
10018	PREFINISHED ALUMINUM CANOPY FASCIA - 8 IN. HIGH - TYPICAL. COLOR AS SELECTED.
13023	METL-SPAN, TUFF COTE, LIGHT STONE INSULATED METAL PANEL
13301	METAL BUILDING FRAME BY PEMB MANUFACTURER
13302	"Z" PURLINS BY PEMB MANUFACTURER
13304	METAL RAKE TRIM BY PEMB MANUFACTURER
13305	GUTTER AND DOWNSPOUT BY PEMB MANUFACTURER
13307	METAL SOFFIT PANEL ON 3-5/8" METAL STUDS @ 5'-0" O.C. BRACE TO ROOF PURLIN W/ 2"X2"X1/4" ANGLE CENTER SPAN.
13313	INSULATED STANDING SEAM METAL ROOF PANEL BY PEMB MANUFACTURER
13316	AVP EXTERIOR METAL WALL PANEL BY PEMB MANUFACTURER
13318	INTERIOR METAL WALL PANEL BY PEMB MANUFACTURER
13321	SILL AND HEAD CHANNEL BY PEMB MANUFATURER
23002	HVAC CONDENSING UNIT SET ON CONCRETE SLAB.



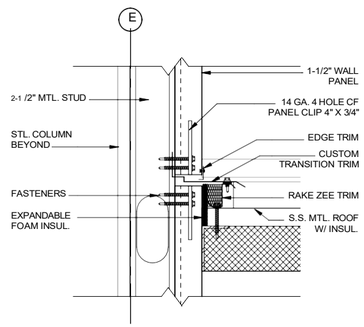
1 WALL SECTION
3/4" = 1'-0"



2 ENLARGED WALL DETAIL
3/4" = 1'-0"



3 ENLARGED WALL DETAIL
3/4" = 1'-0"



4 STACK JOINT TO ROOF RAKE TRANSITION
3" = 1'-0"

STRAUGHN TROUT ARCHITECTS
2005 E. Edgewood Drive
Lakeland, Florida USA
33803-3601
PH: (863) 665-4005
StraughnTrout.com

CONFIDENTIAL COPYRIGHT 2022
STRAUGHN TROUT ARCHITECTS, LLC
FLORIDA LICENSE #AR#13570

PURSUANT TO SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C., ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED AND/OR CONTAINED IN THIS DOCUMENT PREPARED BY STRAUGHN TROUT ARCHITECTS, LLC(STA), ARE COPYRIGHTED BY STA, AS SUCH ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED AND/OR CONTAINED IN THIS DOCUMENT ARE AND SHALL REMAIN THE PROPERTY OF STA WHERE CREATED, EVOLVED AND DEVELOPED FOR STA OWN USE. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, ARCHITECTURAL OR ENGINEERING FIRM, CONTRACTOR, OR OTHER THIRD PARTY WITHOUT THE PRIOR CONSENT OF STA OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STRAUGHN TROUT ARCHITECTS, LLC. COPYRIGHT PROTECTION FOR THIS DOCUMENT INCLUDES COPYRIGHT PROTECTION FOR AN ARCHITECTURAL WORK CREATED AS A WORK MADE FOR HIRE ON OR AFTER DECEMBER 1, 1990, LASTS FOR 50 YEARS FROM THE DATE OF FIRST PUBLICATION OF THE WORK OR FOR 120 YEARS FROM THE DATE OF CREATION OF THE UNPUBLISHED PLANS, WHICHEVER TERM ISLESS.

WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C. 18 U.S.C. SEC. 506. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF F.S 24-2-31-1ET. SEQ. AND OTHER LAWS. ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS, AND PLANS DISCLOSED ARE COPYRIGHTED AND HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. ALL RIGHTS RESERVED. THE COPYRIGHT AND OTHER PROTECTION WILL BE PROSECUTED TO THE FULL EXTENT OF THE FEDERAL STATE AND LOCAL LAWS.

WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DRAWINGS AND/OR DETAILS MUST BE SUBMITTED TO THE ARCHITECT FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION AND SHOULD BE CONSIDERED WHEN OBTAINING SCALED DATA. DIMENSION INFORMATION SHOULD NOT BE OBTAINED BY SCALING THE PLANS.

GERALD W TROUT, AIA
FLORIDA REG. NO. AR13665

INSPECTION AND TESTING BUILDING FOR POLK COUNTY ROADS & DRAINAGE
PCBCC
3000 SHEFFIELD ROAD
WINTER HAVEN, FL

STA PROJECT #: 2306

PROJECT MGR.: GWT

#	DATE	ISSUED AS
2	11.12.25	ADNM 2

WALL SECTION

A-502

Autodesk Docs://2306 - Renovation to Road & Drainage Inspection and Test Bldg/2306_INSPECTION & TESTING BUILDING_CENTRAL_CVH.rvt
11/12/2025 2:44:25 PM

November 25, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM # 4
BID # 25-614, Construction of a New Inspection & Testing Building

---

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/answers and bid receiving date extension.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, December 10, 2025, prior to 2:00 p.m.

Respectfully,

Tabatha Shirah
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 # 25-614, Construction of a New Inspection & Testing Building
Addendum # 4

Q1: On Q9 on addendum 1, we asked for a window schedule. This was to see where the window shades are to go, the specs call for both motor-operated and manually operated window shades. Without a window schedule, there is no indication of where the roller shades are to go. Could you provide clarification about the missing window schedule & roller shade locations?

A1: Exterior window size and locations are shown on sheets A111A, A111D and A601 and identified as SF-1/ SF-2/ SF-3/ SF-4/ SF-5/SF-6. Note SF-7 & 8 do not require window shades. All windows that require shades are motor operated.

Q2: Clarification on the access control discrepancies; E-401 in the bid set and section 87100 in the bid specifications.

1) Door 111 (single) to the staff combine shows a Card Reader(CR) next to it but the Door Schedule does not show electrified hardware.
2) Door 104 (single) to storage shows a Keypad(KP) but Door Schedule does not show electrified hardware.
3) Door 102 (double) to storage shows electrified hardware on Door Schedule but does not indicate a CR.

A2: 1) Add CR at door 111 on door schedule sheet A-601 and sheet A-111A annotation plan.
2) Add KP at door 104 on sheet A-111A and sheet A-601 door schedule
3) Add CR at door 102 sheet E-401
The Sole Source vendor for Polk County access control systems/card readers is **Specialty Electronic Systems(SES).** All access control/card reader systems are to be purchased and installed by SES. Bidders shall include all costs for SES in their prime base bid amount. Bidders are responsible for contacting SES for confirmation on required electric strikes, power supplies, and hardware for each CR designation on the plans/specs. It is generally preferred that the CR includes an electronic latch for each CR location. Contact information was provided on Addendum 3, Answer 44.

Q3: See C-100 and S-101. They call out different types/ thicknesses to be used for the concrete slabs. Which sheet should we use for pricing this project?

A3: Please see Addendum 2, Answer 4.

November 26, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM # 5
BID # 25-614, Construction of a New Inspection & Testing Building

---

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

Contained within this addendum: revision.

Revision to Reference Sheet E-102:

1. Lighting Fixture Schedule:
    a) Fixture type ‘B’ shall be revised to METALUX #AVT2-LD5-6-DR100-W-UNVL840-SSL-WL / 4FT VAPORTITE 6000 LUMEN LINEAR FIXTURE WITH IMPACT LENS.
    b) Delete fixture type ‘G’.

Respectfully,

Tabatha Shirah
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: _____

December 8, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM # 6
BID # 25-614, Construction of a New Inspection & Testing Building

---

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: question/answer.

Q1: It was brought to our attention by a local company that furnishes and erects pre-engineered metal buildings that a local contractor bidding the project requested an erection bid only for low line metal building (frame only) and he intended to purchase the panels and metal building from separate manufacturers and have separate erectors for the building and the panels. With the above stated, and to enable all the bidders to submit apple to apple bids, we are requesting response?

A1: All Bidders shall ensure that the pre-engineered metal building (PEMB) and all required PEMB components shall meet the requirements of the construction documents. Prime bidders shall obtain all required clarifications from the FL licensed structural engineer, PEMB and Structural Insulated Panels (SIP) manufacturers since the delegated design is the prime bidders responsibility.

This response/clarification is not intended to change or modify the construction documents or delegated design requirements.

Respectfully,

Tabatha Shirah
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: _____

Agenda Item G.2. 6/2/2026

SUBJECT

Approve Amendment No. 1 to Agreement 2025-008, with CPH Consulting, LLC, for Phase II architectural & engineering services for the NERUSA Operations Support Facility. ($705,648.50 one-time expense)

DESCRIPTION

As part of the Northeast Regional Wastewater Treatment Plant Expansion from 6.0 to 9.0 million gallons per day, the existing operations building will be relocated to a 5-acre parcel to make room for the expanded treatment processes. Also included on the 5-acre parcel is a utilities warehouse and a satellite Fleet Maintenance Facility. This project supports the regionalized approach to services for the largest of the Utilities Division's six service areas. Regional staff will be stationed in the new facility during extreme weather events to provide faster, more efficient emergency response. The project represents an expansion of the existing Utilities and Fleet Divisions and is intended to accommodate activities occurring in the northeast service area.

The original concept for the site envisioned one large building to house all three uses. However, once the architects from CPH Consulting, LLC completed the programming and preliminary design phase of the project, they strongly recommended separating the uses into their own structures, resulting in three stand-alone buildings: Utilities Administration, Utilities Warehouse, and Fleet Management. The factors that compelled this decision include the following:

- Varied site topography,
- Access to the site from the road,
- Competing vehicle flow for three distinct usage,
- Incompatible HVAC and rooflines require for each use,
- Construction timeline constraints of the plant expansion.

On February 4, 2025, the Board approved Agreement 2025-008 with CPH Consulting, LLC to provide conceptual design, a master plan, bidding documents, and construction administration for the new Polk County utilities northeast regional warehouse-operations building and fleet facility to be completed in three phases. Phase I was to provide project management and conceptual design services for a lump sum amount of $210,909.00 and has been completed.

This amendment incorporates Phase II services of the project, which includes final design, permitting and bidding documents for the lump sum amount of $ 705,648.50 and will continue through completion of the services which is estimated to be 200 calendar days. This amount represents the

design cost for all three buildings included in the project.

The total lump sum amount for Phase I and Phase II services is $ 916,557.50.

Phase III services for construction administration will be brought back to the Board in a future Amendment.

The NERUSA Operations Support Facility is included in the adopted FY 25/26 CIP budget with a total project budget of $11,025,000.

RECOMMENDATION

Request Board approve Amendment No. 1 to Agreement 2025-008, with CPH Consulting, LLC, for Phase II architectural & engineering services for the NERUSA Operations Support Facility in the amount of $ 705,648.50

FISCAL IMPACT

Funds are budgeted in the General Capital Improvement Fund within the five-year CIP ($232,864.00 - 33%) and within the Utilities five-year CIP ($472,784.50 - 67%).

CONTACT INFORMATION

Tabatha Shirah

Sr. Procurement Analyst

(863) 534-5935

tabathashirah@polkfl.gov

ARCHITECTURAL & ENGINEERING SERVICE AGREEMENT
#2025-008
AMENDMENT #1

This Amendment, effective as of the date executed by the County (the "Effective Date"), is hereby entered into by and between Polk County, a political subdivision of the State of Florida, (the "County"), situated at 330 W. Church Street, Bartow, Florida 33830, and CPH Consulting, LLC (the "Consultant") a Foreign Limited Liability Company, located at 1125 Bartow Highway, Suite 101B, Lakeland, FL 33801 herein referred to as the "Consultant", and whose Federal Identification Number is: 59-2068806.

WITNESSETH:

WHEREAS, the County and the Consultant entered into that certain Consultant Service Agreement #2025-008 dated February 4, 2025 (the "Agreement") for professional architectural and engineering services for the design a new northeast regional operations facility to include administrative offices, a parts warehouse, and a fleet maintenance shop. Services include design, permitting, surveying, bidding documents, and construction administration services, all to be performed in Polk County for the construction of the new Polk County Utilities Northeast Regional Warehouse/Operations Building and Fleet Campus, and the services are to be performed in phases (each a "Phase"); and

WHEREAS, Exhibit Aiii of the Agreement set forth the preliminary architectural and engineering services which comprised Phase 1 of the Project Scope of Services, and were conceptual design and a master plan; and

WHEREAS, the estimated time for the Consultant to complete Phase 1 of the Project was 120 calendar days for a total lump sum cost of $210,909.00, as further set forth in Exhibit Aiii of the Agreement; and

WHEREAS, by this Amendment #1, the parties desire to modify the Agreement to identify and describe the professional architectural and engineering services required for Phase 2 of the Project including, without limitation, final design, permitting, bidding, and construction documentation; and

WHEREAS, pursuant to Section 2.2 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 Agreement is hereby modified and amended to identify and describe the professional architectural and engineering services required by the County and to be provided by the Consultant for Phase 2 of the Project which includes, without limitation, final design, permitting and bidding documents, which is more fully set forth and described in **Exhibit A** hereto titled "Polk County Utilities Northeast Regional Warehouse/Operations Building and Fleet Campus" (the "Phase 2 Services").

2. It is anticipated that the Phase 2 Services estimated completion within 200 calendar days from the Effective Date of this Amendment #1, but in any event, shall be provided by the Consultant through final completion of the construction.

3. In consideration for it providing the Phase 2 Services, the County shall pay the Consultant a lump sum cost of $705,648.50 to be billed in accordance with phases further described in Part I (Compensation Labor) of **Exhibit A**. Phase 1 and Phase 2 Services will be a total lump sum cost of $916,557.50.

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

(THE REMAINDER OF THE 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: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Nicole Nelson 4/29/2026
County Attorney's Office Date

CPH Consulting, LLC
a Foreign Limited Liability Company

By: _____

John Lenti, AIA, LEED AP BD+C, ENV SP
PRINT NAME

Program Manager - Community Development
TITLE

Date: May 1st, 2026

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 _____

Detail by Entity Name

Foreign Limited Liability Company
CPH CONSULTING, LLC

Cross Reference Name

CPH CONSULTING, LLC

Filing Information

Document Number	M22000008499
FEI/EIN Number	59-2068806
Date Filed	05/31/2022
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	10/18/2023
Event Effective Date	NONE

Principal Address

500 W FULTON ST.
SANFORD, FL 32771-1220

Mailing Address

500 W FULTON ST.
SANFORD, FL 32771-1220

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 10/18/2023

Address Changed: 10/18/2023

Authorized Person(s) Detail

Name & Address

Title President, CEO, Authorized Member

SUTCH, PETER-JOHN F
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

MAHLER, DAVID E
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

HENDRIX, TODD H
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Asst. Secretary, Authorized Member

HUNT, PATRICIA
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Satfield, Jeffrey M
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Sanchez, Carlos M
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Toole, Jason L
500 W FULTON ST.

Title Authorized Member

Jindal, Nikhel
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Luman, Kurt R
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Galloway, Thomas J
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Chairman, Authorized Member

Renshaw, Michael
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Morris, James R
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Breitenstein, Scott A
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Winter, James K
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Pugh, Galen J
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Daly, Amy E
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Roberts, Randall L
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Sherrard, Brook K
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Bryant, Joshua A
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Carpenter, Alan R
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

DeWaal, Christopher J
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Morton, Jeremy C
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Lopez, Albert
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

James, Jason
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Sheffield, Kayla
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Ortiz, Jose
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

McCann, Kim
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Uzun, Ilker
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Treasurer, Authorized Member

Doshi, Charul
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Secretary, Authorized Member

Stutz, Julia
500 W FULTON ST.
SANFORD, FL 32771-1220

Annual Reports

Report Year	Filed Date
2023	01/05/2023
2024	01/07/2024
2025	01/07/2025

Document Images

01/07/2025 – ANNUAL REPORT	View image in PDF format
01/07/2024 – ANNUAL REPORT	View image in PDF format
10/21/2023 – AMENDED ANNUAL REPORT	View image in PDF format
10/18/2023 – CORLCRACHG	View image in PDF format
10/03/2023 – LC Name Change	View image in PDF format
01/05/2023 – ANNUAL REPORT	View image in PDF format
06/09/2022 – LC Amendment	View image in PDF format
05/31/2022 – Foreign Limited	View image in PDF format

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CPH CONSULTING, LLC.
AND
POLK COUNTY
FOR
ARCHITECTURAL AND ENGINEERING SERVICES
OF
POLK COUNTY NORTHEAST REGIONAL WAREHOUSE & FLEED FACILITY
PHASE 2: CONSTRUCTION DOCUMENTS
IN
DAVENPORT, FLORIDA

APRIL 28, 2026

This Agreement is composed of Part I and Part II. Part I includes Project Description, Client Furnished Information, Compensation, and Authorizations. Part II includes Exhibit A-CPH's Standard Provisions to Agreement, Exhibit B-CPH's Hourly Billing Rate table, and other exhibits detailing scope of project and services to be provided. Together, Parts I and II constitute the entire agreement between POLK COUNTY, herein after called the "CLIENT", and CPH Consulting, LLC, herein after called "CPH".

PART I

PROJECT DESCRIPTION

CLIENT proposes to proceed with Phase 2 Construction Documents and Phase 3 Construction Administration for two buildings located at the Polk County Northeast Utility Campus. The proposed buildings include a 21,804 SF Warehouse and an 17,333 SF Fleet Maintenance Facility, located on the Polk County-owned site at the northeast quadrant of the utility campus. It is our understanding the development will consist of full Construction Document (CD) preparation, including architectural, structural, civil, MEP, Technology, cost estimating, geotechnical services. At this time, CLIENT requests CPH to prepare a proposal for Design and Construction Documents, Permitting and Bid, and Construction Administration Services. A detailed description of the proposed Scope of Services is provided in Exhibits D-K of this Agreement.

CLIENT-FURNISHED INFORMATION

It is understood that CPH will perform services under the sole direction of the CLIENT. The Client shall guarantee access to and make provisions for CPH to enter private lands as required by CPH to perform their work under this Agreement. The CLIENT shall provide CPH with project-related information including, but not limited to, the following:

- CLIENT design requirements and applicable Polk County standards.
- Payment of all required fees including, but not limited to, application fees, impact fees, permit fees, re-submittal fees, etc.
- Any documents, agreements, surveys, agreements, plans, investigations and/or pertinent information concerning this project or project site.
- Information regarding utility connections, site access, and any other COUNTY-provided data necessary for design development.

CPH will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services under this Agreement. CPH will notify CLIENT if information provided is not sufficient. If it is determined CPH must reproduce, organize or spend time amending information provided by CLIENT so that it can be appropriately utilized, an amendment to this contract and additional fee will be required.

CPH will begin performance of the above services upon receipt of Purchase Order Number or Notice to Proceed (NTP) given by the County.

PROJECT SCHEDULE

A preliminary milestone schedule has been provided by CPH. Based upon this schedule, the anticipated duration of each phase of the project is as follows. This schedule is dependent on the CLIENT providing all required information and reviews in a timely manner. Extensions to the project duration will be reviewed on a case-by-case basis and may be cause for additional services billed at the Standard Hourly Billing Rates included as a part of this proposal or as an approved negotiated lump sum.

PHASE	ANTICIPATED DURATION
Design & Documentation	8 MONTHS
Permitting	6 MONTHS
Construction	12 MONTHS

CPH will make earnest effort to complete contracted services in accordance with PROJECT SCHEDULE. CLIENT acknowledges that completion of certain tasks is dependent on factors beyond the control of CPH including, but not limited to, subconsultants, weather, response from agencies/utilities, access limitations, jurisdictional process, CLIENT requests, CLIENT contract processing, CLIENT payment delays, and unforeseen site/building conditions. CPH will notify CLIENT if duration to complete certain tasks will fall beyond PROJECT SCHEDULE timeframes. CLIENT agrees that extended durations will not be considered a breach of Agreement provided CPH has made earnest effort to complete tasks as scheduled and/or appropriate notification of delay has been provided to CLIENT.

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either Lump Sum or Hourly. Refer to the Hourly Billing Rate table (Exhibit B) to be utilized on this project. Rates are valid for one (1) year following execution of this Agreement. Project work scope and any additional work required after one (1) year anniversary of Agreement execution shall be completed in accordance with new rates. The following fee summary provides the overall fee by discipline, refer to the individual exhibits for specific task breakdowns. Tasks that are identified as Hourly have been provided an 'Upset Limit' (USL) budget. The CLIENT will be informed when the services are about to exceed this limit.

PHASE FEE SUMMARY		
Exhibit		**Fee**
I. SCHEMATIC DEVELOPMENT		
	Lump Sum	$62,013.50
II. DESIGN DEVELOPMENT		
	Lump Sum	$115,912.00
III. CONSTRUCTION DOCUMENTS		
	Lump Sum	$228,934.00
IV. PERMITTING / BIDDING		
	Lump Sum	$19,930.00
PHASE 2 BASIC SERVICES TOTAL		**$426,789.50**
V. RETAINING WALL DESIGN		
STRUCTURAL	Lump Sum	$10,750.00
TIERRA (Geotech – SUBCONSULTANT)	Lump Sum	$5,500.00
VI. CIVIL SERVICES		
	Lump Sum	$94,.00
VII. TECHNOLOGY DESIGN (SUBCONSULTANT – VOLTAIR)		
	Lump Sum	$66,528.00
VIII.SUBCONSULTANT		

CPE (Cost Estimating)	Lump Sum	$19,250.00
PHASE 2 ADDITIONAL SERVICES TOTAL		**$202,338.00**
PHASE 2 TOTAL		**$629,127.00**
IX. PHASE 3 BASIC SERVICES - CONSTRUCTION ADMINISTRATION		
	Lump Sum	$80,521.00
Expenses	Not to Exceed	$1,500.00
PROJECT TOTAL		**$705,648.50**

Progress invoices will be submitted based on CPH's estimate of the percent of work complete at the time of invoicing for Lump Sum scope. Services requested by CLIENT, that are not included in the Scope of this Agreement (as may be amended), shall be deemed additional services and will be provided and billed on an Hourly basis in accordance with the applicable Hourly Billing Rate table unless an amendment to this Agreement with fee for the additional services has been executed.

All invoices over forty-five (45) days old must be paid in full prior to submittal for permits.

PART II

WORK SHALL BE CONDUCTED AS PER CURRENT MASTER SERVICES AGREEMENT **NO. RFP-24-273**

EXHIBIT F- CIVIL SCOPE OF SERVICES

EXHIBIT H- ARCHITECTURAL SCOPE OF SERVICES

EXHIBIT J- MEP SCOPE OF SERVICES (SUBCONSULTANT)

EXHIBIT K- STRUCTURAL SCOPE OF SERVICES

EXHIBIT L- SUBCONSULTANT SCOPE OF SERVICES (TIERRA AND CPE)

EXHIBIT F - CIVIL SCOPE OF SERVICES

1.0 BASIC SERVICES

CIV-0300 – Preliminary Design

Preliminary Design Plans

CPH will perform the following as part of this contract:

- CPH will prepare Preliminary Design Plans based on the CLIENT approved Conceptual Site Plan. The preliminary plans will include site dimension, grading and utility design concepts. Plans will identify areas for future building expansion, pedestrian/vehicular circulation, fire apparatus access, refuse truck access, warehouse delivery vehicles and fleet maintenance vehicles. Plans will be prepared considering zoning requirements of the AHJ and design criteria as provided by CLIENT.
- It is assumed a new stormwater management area adequate to serve the proposed development area will be required. Preliminary onsite stormwater management system analysis and design will be conducted based on current AHJ stormwater requirements. It is assumed the site does not lie within a flood zone per current FEMA FIRM. It is assumed floodplain impact and compensation will not be required. Should impact/compensation be required, CPH will provide as an additional service and an amendment to this contract will be required.

CIV-0500 – Construction Documents

CIV-0501 – Final Site Construction Plans & Calculations

Following approval of the Preliminary Design, CPH will prepare the Final Design Calculations, Site Constructions Plans (Final Engineering Plans) and Specifications as follows.

- Final Design Calculations will include:
  - Stormwater Management Pond Calculations for Water Quality and Rate Attenuation
  - Stormwater Conveyance Hydraulic Grade Line Calculations.
  - Stormwater Nutrient Analysis
- Site Construction Plans (Final Engineering Plans) are projected to include the following sheets:
  - Cover Sheet
  - General Notes and Specifications
  - Boundary and Topographic Survey (Provided by Surveyor)
  - Sedimentation/Erosion Control Plans
  - Sedimentation/Erosion Control Notes
  - Site Dimension Plan
  - Site Grading and Utility Plan
  - Vehicular Access and Turning Movement Plan
  - Details
- Site construction plans will be prepared considering requirements of CLIENT, Polk County, Southwest Florida Water Management District (SWFWMD), and Florida Department of Environmental Protection (FDEP) for water and wastewater service.
- Stormwater analysis will be prepared for submittal to Polk County and SWFWMD considering the same assumptions noted above.
- CPH will design new domestic water service to the structures. It is assumed a fire flow study and fire line service will be required.
- An onsite gravity sanitary sewer collection system capable of serving the structures will be designed. It is assumed a public gravity sanitary sewer with adequate capacity exists at the access drive adjacent to the wastewater facility. If a lift station, forcemain or offsite sewer extension is determined to be necessary, an additional fee will be required.
- Design of retaining walls is included as part of the scope of this contract. CPH Civil will determine the location, size and dimension of the retaining wall. For structural design of the retaining wall, please refer to CPH Structural Exhibit K.
- Coordination with utility providers (power, communications and gas) to determine onsite utility service routes and inform them of the upcoming project will be conducted. It is assumed the onsite infrastructure for these utilities will be designed by the utility companies and provided to

CPH. If during the design it is determined that utility locates/ soft digs are required to identify potential conflicts with existing utilities, CPH will notify CLIENT and request an amendment for the additional service.

- It is assumed no offsite roadway improvements will be required. If additional roadway improvements and/or dedications are necessary, an amendment to this contract will be required.
- It is assumed Site Specifications, Notes and Details will be provided on the construction plans. The preparation of a separate Project Manual is not included in the scope of this contract but can be provided for an additional fee.

Construction plans and calculations will be provided to CLIENT for review. Any changes to the assumptions stated herein or redesign following commencement of Site Construction Plan design or preparation that requires modifications to the final plans or calculations will be deemed an additional service and an amendment to the contract will be required.

CIV-0600 – Permitting

Site Construction Plan Permitting

The following applications and approval process are assumed to be required and included in the scope of this contract. CPH will prepare submittal applications and support data for the following actions/permits:

- Polk County Site Permit
- SWFWMD Environmental Resource Permit (ERP)
- FDEP - Water Distribution Letter of Exemption
- FDEP - Sanitary Sewer Collection Letter of Exemption

Unless specifically noted in this contract, no Master Land Use Plan, Conceptual Development Plan, Land Use Change, Rezoning, conditional use, special exception, dedication, development agreement, special approval or other variances/deviations are included in this task. If a Master Land Use Plan, Conceptual Development Plan, special exception, Land Use Change, Rezoning, conditional use, dedication, development agreement, special approval or other variances/deviations are necessary, an amendment to the contract and additional fee will be required.

Scope assumes one (1) submittal of applications and supporting documents, and one (1) response to agency comments with Polk County Site permit and SWFWMD ERP permit. CPH will coordinate the processing of the applications through the listed regulatory agencies including attendance at a limited number of meetings. This scope includes:

- One (1) meeting or conference call with Polk County staff for review of comments
- One (1) meeting or conference call with SWFWMD

If additional permits, meetings or hearings are required or other agencies are identified as having jurisdiction beyond those listed above, they will be deemed as an additional service and an amendment to the contract will be required.

Any modifications to the plans requested by the Regulatory Agencies required to comply with code that have not been discussed previously with CLIENT, will be addressed by CPH as part of these services. Any modifications requested that are not code issues or are code issues that CLIENT was aware of will be addressed as an additional service.

Fee does not include reviewing, preparing, negotiating or submitting other documents or exhibits including, but not limited to, impact fees, opinions of probable cost, lease, purchase agreement, private development agreement, dedications, and Easements, Covenants, and Restrictions. These services will be provided for an additional fee if requested.

CIV-0700 – Construction Services
CIV-0700 – Construction Observation

CPH shall provide limited Post Design (PD) construction administration services in accordance with the terms and agreement of the Contract between Polk County (Client) and CPH Consulting, LLC (CPH), and this proposal. CPH will assist the Client, who will act as the Construction Contract Manager, by providing the PD construction administration contained herein this proposal under the Client's direction.

CPH shall not be responsible for the acts or omissions of the Contractor or of any of the Contractor's Sub-Contractors, Agents, Employees, or other persons performing any of the work under the Construction Contract, or of others.

CPH shall provide qualified personnel to conduct the work as further described herein. The County will provide a Project Manager to manage and oversee the Construction Contract. The attached hourly breakdown is provided as an estimated time based on a 12-month construction period and only actual hours worked will be billed to the project.

- Attend four (4) progress meetings which will be coordinated and conducted by the County.
- CPH will coordinate with the County to respond to up to twenty (20) RFI's from the Contractor and provide responses to issues related to changes or questions regarding design. Should the received RFIs exceed that contracted amount, an additional service and fee will be required, and this contract will be amended.
- CPH will check shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results and other data the Contractor is required to submit, but only as to conformance with the overall design concept of the project and compliance with the Plans, Specifications, and other Contract Documents. CPH will review up to ten (10) submittals with one (1) resubmittal review each. Should the received Submittals exceed that contracted amount, an additional service and fee will be required, and this contract will be amended.

2.0 COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
CIV-0300	**Preliminary Design**	**Lump Sum**	**$24,050**
	Preliminary Design Plans	Lump Sum	$24,050
CIV-0500	**Construction Documents**	**Lump Sum**	**$27,753**
CIV-0501	Final Site Construction Plans & Calculations	Lump Sum	$27,753
CIV-0600	**Permitting**	**Lump Sum**	**$22,837**
	Site Construction Plan Permitting	Lump Sum	$22,837
CIV-0700	**Construction Services**	**Hourly NTE**	**$20,170**
	Construction Observation	Hourly NTE	$20,170
		CIVIL SCOPE TOTAL	**$94,810**

3. SCOPE OF WORK CLARIFICATIONS

The Civil scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded.

EXHIBIT H - ARCHITECTURAL SCOPE OF SERVICES

1.0 BASIC SERVICES

ARCH-0200 – Final Solution Development
ARCH-0201 – Refine Conceptual Design
CPH shall perform the following services in coordination with CLIENT and subconsultants:

- CPH shall refine the approved conceptual design for both the Fleet Maintenance Facility and Warehouse.
- CPH shall ensure alignment with programmatic, spatial, and technical criteria.
- CPH shall participate in design coordination meetings to verify scope and layout.
- CPH shall incorporate CLIENT-provided feedback into the architectural solution.

ARCH-0300 – Design Development
ARCH-0301 – Architectural Development Drawings
CPH shall provide the following design development services:

- Develop preliminary floor plans, exterior elevations, and building sections.
- Coordinate with structural, MEP, and civil consultants to align scope and layout.
- Prepare preliminary material selections and architectural systems recommendations.
- Issue a Design Development drawing set for internal coordination.

ARCH-0400 – Construction Document Production
ARCH-0401 – Detailed Construction Drawings
CPH shall provide the following construction document services:

- Prepare complete drawing set for both buildings including:
    - Floor plans, roof plans, reflected ceiling plans
    - Enlarged plans for restrooms and critical areas
    - Interior and exterior elevations
    - Building and wall sections
    - Architectural details and finish schedules
- Coordinate with subconsultants for final integration of design elements.
- Perform QA/QC review prior to submission.

ARCH-0500 – Permitting Support
ARCH-0501 – Permit Response Coordination
CPH shall assist in the permitting process through:

- Responding to building department comments related to architectural documents.
- Providing updated drawings or narrative responses as needed.
- Coordinating with the civil consultant on joint review comments.

ARCH-0600 – Construction Services
ARCH-0600 – Construction Observation

CPH shall provide limited Post Design (PD) construction administration services in accordance with the terms and agreement of the Contract between Polk County (Client) and CPH Consulting, LLC (CPH), and this proposal. CPH shall not be responsible for the acts or omissions of the Contractor or of any of the Contractor's Sub-Contractors, Agents, Employees, or other persons performing any of the work under the Construction Contract, or of others.

CPH shall provide qualified personnel to conduct the work as further described herein. The County will provide a Project Manager to manage and oversee the Construction Contract. The attached hourly breakdown is provided as an estimated time based on a 12-month construction period and only actual hours worked will be billed to the project.

- Attend twelve (12) in person progress meetings which will be coordinated and conducted by the County.
- Attend twelve (12) virtual progress meetings which will be coordinated and conducted by the County.
- CPH will coordinate with the County to respond to up to twenty (20) RFI's from the Contractor and provide responses to issues related to changes or questions regarding design. Should the received RFIs exceed that contracted amount, an additional service and fee will be required, and this contract will be amended.
- CPH will check shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results and other data the Contractor is required to submit, but only as to conformance with the overall design concept of the project and compliance with the Plans, Specifications, and other Contract Documents. CPH will review up to ten (10) submittals with one (1) resubmittal review each. Should the received Submittals exceed that contracted amount, an additional service and fee will be required, and this contract will be amended.

2.0 COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
ARCH-0200	Final Solution Development	Lump Sum	$39,790.00
ARCH-0300	Design Development	Lump Sum	$56,650.00
ARCH-0400	Construction Document Production	Lump Sum	$129,630.00
ARCH-0500	Permitting Support	Lump Sum	$16,430.00
		ARCHITECTURAL SCOPE TOTAL	$242,500.00

3.0 SCOPE OF WORK CLARIFICATIONS

The Architectural scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case-by-case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded.

VOLT AIR

March 25, 2026

VIA E-mail: jasmine.scott@cphcorp.com

Jasmine Scott
Administrative Assistant

Project: Polk County Utilities NE Regional Warehouse, Phase 2

Subject: Proposal for Engineering Services

Jasmine:

VoltAir Consulting Engineers, Inc. (VoltAir) is pleased to submit the following fee proposal to provide heating, ventilation and air conditioning (HVAC), electrical, plumbing, fire protection, and technology design services for the above referenced project.

BASIS OF PROPOSAL

Our proposal is based on your email to us of March 19, 2026 which provided an updated scope of the project. The scope includes:

1. Design and CA for:
    a. Warehouse – approx. 25,000 SF, Estimated construction cost of $5,360,000.
    b. Fleet Maintenance Facility – approx. 11,000 SF, Estimated construction cost of $5,210,000.
2. Project is located in Polk County, FL at Homerun Blvd.
3. Project assumptions:
    a. **FLEET MAINTENANCE**

Mechanical:

i. Unconditioned except for office/breakroom/restrooms
ii. Split system for conditioned areas (office/breakroom/restrooms)
iii. Vehicle exhaust systems in both service bays
iv. General exhaust in service bays and storage areas

Plumbing:

i. Pressure/sanitary systems for restrooms and breakroom
v. Storm and overflow for roof drainage
vi. Oil-water separator serving both service bays
vii. Compressed air for tooling in both service bays
viii. Oil-water separator serving wash bay
ix. Dedicated water feed to wash bay, tied to packaged wash system
x. Plumbing connections to a third-party-designed car/truck wash system

Fire Protection:

i. No fire pump
ii. No standpipes
iii. Assumed ordinary hazard II in service bays and extra hazard plus in storage areas for tires, fluids, etc.
iv. No chemical suppression systems

Electrical:

i. No explosion proof requirements with the exception of a small flammable storage area
ii. Significant tool and maintenance power requirements
iii. No lightning protection
iv. Shared utility transformer with Warehouse Facility

v. No generator requirements
vi. Electrical connections to a third-party-designed car/truck wash system

Technology:
i. Basic paging system.
ii. Pathways and cabling only for timecard system.
iii. Intrusion System is not required.
iv. Each building will have its own network with interconnection between buildings.

b. **WAREHOUSE**

Mechanical:
i. Ventilation only in unconditioned storage
ii. Split system for conditioned areas (conditioned storage/office/breakroom/restrooms)

Plumbing:
iii. Pressure/sanitary systems for restrooms and breakroom
iv. Storm and overflow for roof drainage

Fire Protection:
i. No fire pump
ii. No standpipes
iii. Assumed high pile storage with in-rack sprinklers for storage space
iv. Assumed extra hazard plus all storage areas

Electrical:
i. No explosion proof requirements with the exception of a small flammable storage area
ii. No extensive electrical requirements
iii. No lightning protection
iv. Shared utility transformer with Fleet Maintenance Facility
v. No generator requirements

Technology:
i. Basic paging system.
ii. Pathways and cabling only for timecard system.
iii. Intrusion System is not required.
iv. Each building will have its own network with interconnection between buildings.

SCOPE OF BASIC SERVICES

VoltAir's scope of basic services will include engineering services for the disciplines of HVAC, electrical, plumbing, fire protection, and technology engineering (MEPFT) for the Project as it is described based on the above BASIS OF PROPOSAL and as such engineering services are required to perform the Project Phase deliverables described below.

1. Schematic Design Package
2. Design Development Package
3. Construction Document Package
4. CA

Value Engineering (VE) Changes: The fees listed in this proposal do not include redesign associated with value engineering efforts made after the CD phase.

Bid Review: The fees listed in this proposal includes bid reviews as part of CA services.

CA Service: The fees listed in this proposal includes bid services limited to addressing bidder questions, RFI responses and submittal reviews only.

VOLT AIR

All of the above design phases will include all or part of the following engineering effort as is appropriate to the level of detail and analysis that is required of the particular design phase.

- The mechanical, electrical, plumbing, fire protection, and technology (MEPFT) construction documents indicating the required work will include coversheet(s), plan layouts, schedules, diagrams, details, and risers. These construction documents will be suitable for permitting of the work and will provide the level of detail required to perform the work. Specifications in "book" format or on the drawings will be included with these construction documents.
- Mechanical engineering services will consist of the design for the heating, ventilation and air conditioning (HVAC) systems for the project including load calculations, equipment selections, schedules, controls, drawings and specifications.
- Electrical engineering services will consist of the design for the power distribution and building lighting systems for the project including load calculations, distribution diagrams, luminaire schedules, and lighting controls, photometric calculations for egress fault current calculation, drawings and specifications.
- Fire alarm engineering documents will define the work to be done by a delegated engineer in accordance with the applicable codes and standards. Fire Alarm contract documents will identify fire alarm device locations and the VoltAir Fire Alarm Systems Engineer of Record who will (a) provide design requirements as part of the contract documents (issued for drawing permit) for use by the delegated engineer and (b) will review the signed and sealed design documents prepared by the delegated engineer for conformance with the Engineer of Record's fire alarm layout. All Fire Alarm Delegated Engineering Documents will be included in the final set of documents filed for permit. The fire alarm contractor will be responsible to create the signed and sealed shop drawings for submission to the local permitting agency.
- Plumbing engineering services will consist of the design for the plumbing systems for the project including load calculations, drawings, schedules and specifications.
- Fire protection engineering documents will define the work to be done by a delegated engineer in accordance with the applicable codes and standards. The fire protection contract documents will identify the VoltAir Fire Protection Systems Engineer of Record who will (a) provide design requirements as part of the contract documents (issued for drawing permit) for use by the delegated engineer and (b) will review the design documents prepared by the delegated engineer for conformance with the Engineer of Record's written instructions. All Fire Protection Delegated Engineering Documents will be included as part of working documents filed by the awarded fire sprinkler contractor for construction permit. VoltAir will include coordination of the reflected ceiling plan with sprinklers, lighting and air distribution systems in preparing the fire protection engineering documents.
- Technology design services will consist of the design for the following (provided as separate line item):
    - Communications: Design and coordinate structured cabling systems, wireless access points, and telecommunications rooms to support voice, data, and multimedia services—ensuring optimal coverage, scalability, efficient cable management, and compliance with power, cooling, and grounding requirements. Coordinate pathways for incoming service entrances, including conduits, cable trays, and sleeves, to ensure proper integration with building systems and uninterrupted service delivery.
    - Security: Design and coordinate access control systems—including card readers, biometric scanners, and secure entry solutions—with architectural hardware, while also planning comprehensive video surveillance layouts to ensure CCTV coverage of key entry points, perimeters, and common areas.
    - Audiovisual: Design and specify complete AV solutions—including displays, audio systems, and control interfaces—tailored to the functional needs of meeting spaces, classrooms, and presentation areas, along with infrastructure planning for cable routing, rack layouts, and IT network integration.
- The design will include connections to the third-party equipment (including, but not limited to, food service, laboratory, healthcare, etc.) equipment specified by a third-party consultant(s).
- Coordination with the project team (Owner, Architect, sub-consultants) as needed including bi-weekly virtual design coordination meetings.
- BIM services will include Level 200 design or below. Any BIM services above level 200 will be an additional service.

Services not part of the Basic Scope of Services include, but are not limited to, the following:

- Design of car/truck wash system at fleet maintenance. Fee includes MEPFT interfaces only.
- Wireless/Radio Frequency (RF) Predictive Analysis.
- Public Carrier Cellular DAS. This is available as an additional service.
- Mass Notification system.
- Intrusion detection system design. This is available as an additional service.
- Lightning protection. This is available as an additional service.
- Site lighting. This is available as an additional service.
- Specialty or theatrical lighting and controls, including DMX lighting and controls. Specialty lighting photometric calculations. This is available as an additional service.
- Photometric study such as utilizing light meter. This is available as an additional service.
- Design for multiple phases of construction.
- 11-month warranty site visit / punchlist. This is available as an additional service.
- ComCheck documentation for the Building Envelope.
- Revisions to documents after CDs and/or permit documents that will result in redesign expenses.
- Creation of Record Drawings from Contractor's as-built documentation drawings. This is available as an additional service.
- All test and balance work is considered to be performed by a third-party agency contracted by an entity other than VoltAir.
- Building Commissioning services (either code required or green building required). This is available as an additional service from VoltAir or by an independent third-party Commissioning Authority (CxA).
- Cost estimates or cost-estimating services.
- Building Information Modeling above level 200 or clash detection.
- Electrical coordination study or Arc Flash Analysis. This is available as an additional service.
- Document reproduction beyond those required for in-house coordination and submittals
- LEED Design and Consulting Services or online template documentation. No services are included in this proposal to provide any services necessary to perform any project work to comply with LEED requirements for the purposes of obtaining any LEED certification. This is available as an additional service.
- ASHRAE 90.1-compliant energy model. This is available as an additional service.
- Site/civil work or surveys related to the exterior MEPF systems that would interface with the new work.
- Life Cycle Cost Analysis.
- Rational Analysis or Life-Safety Study (Atrium Smoke Evacuation, Stairwell Pressurization, Etc.).
- Participation in contractor led BIM Coordination meetings. VoltAir will attend only on an as-needed basis should the contractor exhausted all efforts, and a conflict cannot be solved.
- Participation in Owner, Architect, Contractor (OAC) meetings. VoltAir will attend only on an as-needed basis should the architect deem absolute necessary that MEPFT items be discussed.

OTHER CONDITIONS

Change in Project Scope and Cost:
VoltAir understands that -- as the design is developed in coordination with the entire Architect/Engineer team to improve and further clarify the construction scope -- the final project construction budget may change (with Owner approval) to accommodate an enhanced or lesser scope than the originally anticipated construction budget. If the Owner chooses to provide funding for an enhanced scope of work that significantly exceeds the original scope and construction budget, then any design services provided by VoltAir which are appropriate and/or necessary to accommodate such increase in scope shall be renegotiated between VoltAir and the Architect, and compensated to VoltAir as an Additional Service.

Limit of Scope: VoltAir understands the required MEPFT engineering services will relate to only the building portion of each subproject and not to any work beyond 5 feet from the perimeter of the floor of each sub-project building except

for appropriate customary interface with support connections for electrical service, water, sewer, fire, chilled water, and other similar subproject systems which must interface with the available services from the Facility.

Equipment and Systems Clarification:
VoltAir will assume no responsibility for any third-party system(s) design, specification, or construction issues as such systems are designed by the vehicle maintenance consultant. VoltAir will coordinate with the Consultant(s) to design the required MEPFT system interfaces needed to support the operation and maintenance of the systems. These system interfaces and support systems designed by VoltAir will typically comprise components and subsystems (such as certain drains, water supply piping, gas piping, electrical power, supply and ductwork, and other such MEPFT systems and equipment as may evolve during the design) that are normally designed by the MEPFT Consultant (VoltAir) to support the systems designed by the Consultant(s).

AutoCAD or Revit:
For electronic document production, VoltAir presumes the client will provide electronic architectural background information (files), which will include demolition and new construction work, a reflected ceiling plan, equipment locations, and all other items required to allow VoltAir to provide a complete and functional design. VoltAir will produce electronic drawing files in AutoCAD or Revit format and assumes background files or Revit models to be in the same format.

ADDITIONAL SERVICES

Additional services, when requested in writing by the Architect, shall be performed as a negotiated lump sum fee unless otherwise mutually agreed.

VoltAir shall submit the estimated additional services cost for approval and authorization prior to proceeding with additional services.

FEE

We propose to provide the above-described basic scope of services for a lump sum fee of **Two-Hundred One Thousand Five-Hundred Eighty Dollars and No Cents ($201,580.00)**.

This fee is allotted as follows:

• Schematic Design Documents	$ 21,165.00
• Design Development Documents	$ 56,440.00
• Construction Documents	$ 49,385.00
• Construction Admin	$ 14,110.00
Basic Services Sub-Total:	**$141,100.00**
• Technology Design/CA	$ 60,480.00
Complete Services Total:	**$201,580.00**

Billing will be aligned with the client's phases and percentages as outlined in the client's agreement with the Client/Owner with such agreement being provided to VoltAir for compliance. If this directive is not given to VoltAir, then other mutually agreed protocol will be followed; otherwise, billing will be monthly based upon percentage of services completed for the appropriate project phase, plus reimbursable expenses. Payment is due within 30 days of receipt of invoice.

EXPENSES, NORMAL AND REIMBURSABLE

VOLT AIR

Expenses for normal travel between offices, reasonable plotting and printing associated with the design effort and similar routine expenses are included in the fee. Reimbursable expenses in excess of normal expenses will be considered an additional service and will include all out of Polk County, Florida travel-related costs (mileage and meals), plotting and printing (except as required for in-house coordination), courier services, shipping and express mail. Such additional reimbursable expenses will be billed at 1.1 actual costs to account for handling.

VOLT AIR

This proposal is valid for 90 days from the date sent. Scope of work must start by the expiration date for proposal to remain valid.

If this proposal is acceptable, your signature below will confirm our authorization to proceed. Please retain one copy and return one copy to VoltAir.

We sincerely appreciate the opportunity to provide you with this proposal and look forward to working with you on this and future projects.

Please let us know if you have any questions or comments.

Sincerely,

Julius Davis, PE
President and CEO

Approved and Accepted By:

_____
Name

_____
Title

_____
Signature and Date

Copy: Julius D. Davis, P.E., LEED AP, President & CEO
cfile

EXHIBIT K - STRUCTURAL SCOPE OF SERVICES

1.0 BASIC SERVICES

STR-0100 – Construction Documents
STR-0101 – Structural Construction Documents
CPH shall prepare final Structural Construction Documents (CDs) for the project. The Construction Document Submittal shall at minimum have a cover sheet, general notes, structural drawing index, and the following information:

- Foundation plans
- Framing plans (roof, floor, and mezzanine if applicable)
- Structural sections and details
- Structural schedules

CPH will provide structural engineering design services for a new sheet pile retaining wall, including analysis of lateral earth pressures, pile embedment depth, and connection detailing to ensure stability and long-term performance.
CPH shall coordinate final CDs with architectural, MEP, civil, and other disciplines as applicable.

STR-0101 – Quality Assurance / Quality Control
CPH shall provide internal quality assurance and peer review of structural drawings and calculations. This includes review of drawing coordination with other disciplines, as well as compliance with code and project standards.

STR-0300 – Permitting
STR-0301 - Bidding Support
CPH shall provide bidding support services to the CLIENT to include the following:

- CPH will assist the CLIENT with review and responses to up to twenty (20) bid RFI's during the bidding process.
- CPH will make recommendations to the owner to facilitate bidding and award of the project to a general contractor.
- CPH will assist the CLIENT in the evaluation of the bids and selection of alternate bids.
- CPH will review and advise the CLIENT on the acceptability of up to five (5) product substitutions proposed by the general contractors during bidding.
- CPH will provide one (1) addendum to the construction documents to address bid questions and clarifications.

STR-0302 - Building Permitting
CPH shall provide building permitting services to the CLIENT to include the following:

- CPH shall prepare one (1) signed and sealed permit submittal for the local building permit and one (1) signed and sealed permit submittal for the state or local health department. These submittals may include plans, specifications, renderings and / or calculations.
- CPH shall coordinate the permit submittals for these agencies and track each to the completion of the process where applicable.
- CPH shall review comments by each permitting agency, make required revisions to the design and documentation to address these comments and provide a comment response letter. This scope of work shall include one (1) rounds of permitting review and comments by each permitting agency.
- The CLIENT will be financially responsible for any application, filing or permitting fees required by the permitting agencies

STR-0400 – Construction Services
STR-0401 – Construction Observation
Construction observation requirements are established based on the proposed structural design.

- CPH shall provide review of submittals, Requests for Information (RFIs), and Shop Drawings, up to a maximum of twenty (20) total reviews.
- No construction site visits are included under this scope.
- Any additional reviews or site visits requested by CLIENT shall require a contract amendment.

2.0 COMPENSATION

Services under Basic Services, will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
STR-0100	CONSTRUCTION DOCUMENTS	LUMP SUM	$47,450.00
STR-0300	PERMITTING	Lump Sum	$3,500.00
STR-0400	CONSTRUCTION SERVICES	Lump Sum	$9,000.00
RETAINING WALL		Lump Sum	$10,750.00
STRUCTURAL SCOPE TOTAL			$70,700.00

3.0 SCOPE OF WORK CLARIFICATIONS

The Structural scope of work shall be as indicated within this exhibit. Foundation designs shall be limited to typical shallow foundations unless clearly indicated otherwise in this scope of work. Additional scope of work in any category will be reviewed on a case-by-case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded.

TIERRA

August 26, 2025

CPH, Inc.
1117 East Robinson Street
Orlando, Florida 32801

Attn: Ms. Nicky Davis
ndavis@cphcorp.com

RE: Supplemental Proposal
Geotechnical Engineering Services
Polk County Utilities – Retaining Wall
Home Run Boulevard & Westview Road
Parcel ID 27-26-18-000000-034010
Davenport, Polk County, Florida
Tierra Proposal No. 55-25-138

Ms. Davis:

Tierra, Inc. (Tierra) appreciates the opportunity to submit the enclosed proposal to provide supplemental geotechnical engineering services for the above referenced project. This proposal includes our understanding of the project, proposed scope of services and estimated fees.

Project Description

The approximately 10± acre site (Parcel ID 27-26-18-000000-034010) is located on the northwest quadrant of Home Run Boulevard and Westview Road in Davenport, Polk County, Florida. The site slopes down from an approximate elevation of +195 ft. along Home Run Boulevard to a low of approximately +175 ft. in the southwestern portion of the site.

Based on information provided to Tierra, it is planned to develop approximately 7± acres of the overall parcel with two single-story office/warehouse type structures, at-grade paved parking and access drives and associated civil infrastructure. Tierra previously completed a geotechnical study for the referenced project with the results submitted in our report dated April 16, 2025. However, at that time, no retaining walls or significant cuts were planned for the project. Currently, we understand that approximately 600± linear feet of retaining wall (wall heights estimated on the order of 8 to 12 feet) is planned to be designed/constructed along the eastern portion of property near Home Run Boulevard. A preliminary layout of the wall alignment was provided to us at the time of this proposal.

The above listed assumptions have been used for the purpose of preparing this proposal. Adjustments to the scope of services may be necessary if the planned development differs from the noted assumptions.

Geotechnical Scope of Services

The objective of our study will be to obtain information concerning the subsurface soil and groundwater conditions along the route of the retaining wall alignment to support the design and construction. In order to meet the preceding objectives, we propose to provide the following geotechnical services:

1. Review published geologic and topographic information. This published information will be obtained from the "Davenport, Florida" quadrangle map published by the United States Geological Survey (USGS) and the "Soil Survey of Polk County, Florida" published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS).

2. Conduct a visual site reconnaissance of the project site and coordinate utility clearance via Sunshine One Call.

3. Execute a program of subsurface sampling and field testing. Perform a total of four (4) Standard Penetration Test (SPT) borings to a depth of 40 feet below the existing ground surface along the retaining wall alignment spaced at approximately 175 feet.

4. Visually classify and stratify recovered soil samples in the laboratory using the Unified Soil Classification System and conduct a limited laboratory testing program.

5. Provide soil parameters for use in the design of the retaining wall system. The final design of the wall, cap details, etc. is to be completed by the project Structural Engineer or wall supplier.

6. Prepare an engineering report that summarizes the field data generated, subsurface conditions encountered, laboratory test results, and recommended soil parameters for use in design of the retaining wall system.

The scope does not include any additional Geotechnical support services such as overall (global) stability analyses. If it is requested to perform such analyses Tierra should be asked to provide an updated proposal to include these services.

Schedule

We are in a position to start work on the assignment within approximately 2 weeks of receipt of authorization to proceed. The first tasks will be to locate/stake the borings in the field and coordinate obtaining utility clearances for the borings. Drilling is then anticipated to require 2 to 3 days to complete. Engineering and laboratory testing will be initiated thereafter, requiring a further 2 to 3 weeks. From notice to proceed through submittal of the report will require approximately 4 to 6 weeks. Verbal recommendations can be provided prior to issuance of our final report to facilitate the design.

Service Fee

It is proposed that the fee for performance of the above-outlined services be determined on a lump sum basis for a fee of **$5,000.00**. The work will be performed pursuant to Tierra's General Conditions which are enclosed herewith and incorporated by reference into this proposal. We will provide you with verbal results of tested conditions and immediately notify you should conditions impacting our scope, schedule, or cost of services occur. The proposal is based on the assumption that no hazardous materials exist on-site that would impact our investigation.

Closure

By signing below, you hereby authorize Tierra, Inc. ("TIERRA") to proceed with services outlined in this proposal or requested by you and agree that all services and anything arising out of or in any way related to this proposal will be governed by TIERRA's General Conditions which are attached hereto and are incorporated herein by reference. This authorization to proceed constitutes an agreement between you and TIERRA and is made in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Authorized By:

Client

_____

Respectfully submitted,

Tierra, Inc.

Kenneth L. Symonds Jr.

_____

Kenneth L. Symonds, Jr., P.E.
Senior Geotechnical Engineer

Attachments - Tierra's General Conditions

GENERAL CONDITIONS

AGREEMENT. This agreement is made by and between Tierra, Inc. ("TIERRA") and the party that accepted TIERRA's proposal or requested that TIERRA perform Services ("Client"). TIERRA shall mean the aforementioned entity, any of its affiliates or subsidiaries to the extent same are performing any of the Services under this Agreement, and their respective engineers and employees. This "Agreement" includes TIERRA's proposal and any exhibits or attachments noted in the proposal or incorporated by reference including but not limited to these General Conditions. Requesting Services from TIERRA shall constitute acceptance of the terms of these General Conditions.

1. SCOPE OF SERVICES. Services means the service(s) performed by TIERRA for Client or at Client's direction. TIERRA's findings, opinions, and recommendations are based upon data and information obtained by and furnished to TIERRA at the time of the Services. TIERRA may rely upon information provided by the Client or third parties. Client may request additional work or changes beyond the scope of Services described in TIERRA's Proposal. If any alteration or addition of Services are requested by the Client ("Additional Services"), TIERRA may provide a proposal detailing the additional scope of work, time extension and associated fees for Client's review. Client shall provide written acceptance of such. TIERRA shall not be obligated to perform the Additional Services, if Client does not follow these procedures, but instead directs, authorizes, or permits TIERRA to perform the Additional Services without written acceptance. To the extent TIERRA does perform the Additional Services without written acceptance, TIERRA will be paid for this work according to its proposal for same or current fee schedule.

2. DELAYS. TIERRA shall be entitled to an equitable adjustment to the project schedule and compensation to compensate TIERRA for any increase in time or costs necessary to perform the Services under this Agreement due to any cause beyond TIERRA's reasonable control. All promises related to the time of the Services are approximations by TIERRA and are subject to the Client and contractor's schedules, weather conditions, travel conditions, disputes with workmen or parties, accidents, strikes, natural disasters, health emergencies, discovery of hazardous materials, differing or unforeseeable site conditions or project conditions, acts of governmental agencies or authorities, or other causes. In no event shall TIERRA be responsible for any damage or expense due to delays from any cause, other than to the extent the damage or expense is directly caused by TIERRA's own proven negligence after having been warned in writing by the Client of the damage or expense which may result from the delay.

3. TIERRA RESPONSIBILITIES. Services performed by TIERRA under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances in the same locality and in accordance with applicable standards in effect at the time the Services are performed. TIERRA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Testing or inspection Services may require the destruction of a sample or sample location. Client understands that, in the normal course of performing the Services, some damage may occur, and understands that TIERRA is not responsible for the correction of any such damage or for replacing samples. Client acknowledges that opinions, data, interpretations and recommendations prepared by TIERRA are based on limited data and recognizes that subsurface conditions or other actual conditions may vary from those encountered at the location where inspections, tests, borings, surveys, or explorations are made by TIERRA and may vary from those depicted on logs of discrete borings, test pits, or other exploratory Services or from information provided to TIERRA by Client. There is an inherent risk that samples or observations may not be representative of materials or locations not sampled or seen and that conditions may change over time. Variations between inspected or tested discrete locations may occur and the risk of such occurrence is understood and accepted by Client. Client is responsible for notifying the appropriate party or professional regarding the correction of any deviations or deficiencies noted by TIERRA and TIERRA accepts no liability in connection therewith. TIERRA shall not be responsible for the interpretation by others of information developed by TIERRA and makes no guarantee that TIERRA's recommendations are properly implemented by any party. TIERRA shall not be held liable for problems that may occur if TIERRA's recommendations are not followed. To the fullest extent permitted by law, Client shall indemnify and hold harmless the Indemnitees (as defined below) from any and all Losses (as defined below) arising from or related to interpretations made by others.

PURSUANT TO FLA.STAT.ANN. § 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE

4. SUBSURFACE EXPLORATIONS. Client understands TIERRA's layout of boring and test locations is approximate and that TIERRA may deviate a reasonable distance from those locations. Client acknowledges that it is impossible for TIERRA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. There is a risk that drilling and sampling may result in contamination of certain subsurface areas. To the fullest extent permitted by law, Client waives any claim against, and agrees to defend, indemnify and save the Indemnitees harmless from any Losses which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate TIERRA for any time spent and expenses incurred in defense of any such claim.

5. CLIENT PARTICIPATION. Client will make available to TIERRA all information in its possession regarding existing and proposed conditions at the site, of which TIERRA may rely on to perform its Services. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to TIERRA any new information concerning site condition which becomes available, and any change in plans or specifications concerning the project. TIERRA shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client, to the fullest extent permitted by law, shall indemnify the Indemnitees against any and all Losses arising out of, or contributed to, by such inaccurate information. In the event Client, the project owner, or other party makes any changes in the plans and specifications, Client agrees, to the fullest extent permitted by law, to indemnify and hold the Indemnitees harmless from any and all Losses arising out of such changes, and Client

assumes full responsibility unless Client has given TIERRA prior notice and has received TIERRA's written consent for such changes. TIERRA does not assume responsibility for any conditions at the Client's site(s) that may present a danger, either potential or real, to health, safety, or the environment. Client hereby agrees that it is the Client's responsibility to notify any and all appropriate federal, state, or local authorities, as required by law, of the existence of any such potential or real danger and otherwise to disclose to all appropriate or affected individuals or entities, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose.

6. THIRD PARTIES To the fullest extent permitted by law and to the extent not resulting from TIERRA's proven negligence, Client agrees to defend, indemnify, and hold harmless TIERRA and all of its agents, affiliates, subsidiaries, officers, directors, representatives, and employees and their successors (collectively the "Indemnitees") from any and all claims, losses, causes of action, demands, suits, losses, charges, liability, expenses, costs, defense costs, disbursements (including attorney fees and costs at trial and appeal), and/or allegations of responsibility ("Losses") by any and all third parties including but not limited to, contractors, subcontractors, agents, employees (including without limitation Client's employees), assignees transferees, successors, invitees, neighbors, and the public relating in any way to this Agreement, the Services, or the project. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and TIERRA. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and TIERRA that any such person or entity, other than Client or TIERRA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by or of TIERRA or an assignment to an affiliate or subsidiary of TIERRA.

7. SAMPLE DISPOSAL. Samples are consumed in testing or disposed of upon completion of tests or upon report completion (unless stated otherwise in the Services). Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Client shall be responsible for their proper transportation and disposal. TIERRA may be able to arrange for the transportation and disposal of hazardous materials at Client's request. In no event shall TIERRA be required to sign a hazardous waste manifest or take title to any hazardous materials. Contaminated samples delivered to or taken to TIERRA's laboratory for testing shall remain the property of Client and Client is responsible for ultimate disposal of any samples which are found to be contaminated. On request, Client shall retrieve contaminated samples from TIERRA's laboratory and dispose of them in an approved manner.

8. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS. Client shall furnish to TIERRA all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials prior to commencement of the Services. Client warrants that it has made reasonable efforts to disclose known or suspected hazardous materials on or near the project site. Client agrees that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re-negotiation of the scope of TIERRA's Services, time for completion, and compensation or termination of such Services or this Agreement. Client recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and agrees to compensate TIERRA for measures that in TIERRA's professional opinion are justified to preserve and protect the health and safety of site personnel and the public. Client agrees to compensate TIERRA for any equipment decontamination or other costs incidental to the discovery of unanticipated hazardous materials. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by federal, state, and local regulations. Client also agrees to inform the project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of the agreement, to the fullest extent permitted by law, Client waives any claim against TIERRA and agrees to defend, indemnify, and save the Indemnitees harmless from any and all Losses arising from the presence of hazardous materials on the project site.

9. SITE CONDITIONS. Client shall secure all necessary approvals, notices, permits, licenses, and consents from all owners, lessees, contractors, and other possessors of the project, necessary to commence and complete the Services, and will provide TIERRA access to the project site for all equipment and personnel necessary for the performance of the Services. TIERRA shall be allowed free access to the site. Client understands and agrees that TIERRA shall only be responsible for losses which directly result from TIERRA's negligence. Client is responsible for the accuracy of locations for all subterranean structures and utilities. To the fullest extent permitted by law, Client waives any claim against TIERRA, and agrees to defend, indemnify, and hold the Indemnitees harmless from any and all Losses arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate TIERRA for any time spent or expenses incurred by TIERRA in defense of any such claim.

10. ENVIRONMENTAL LIABILITY. Neither this Agreement nor the providing of Services will operate to make TIERRA an owner, operator, generator, transporter, treater, storer, or arranger for disposal or treatment within the meaning of the Resource Conservation Recovery Act, Comprehensive Environmental Response Compensation and Liability Act, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. To the fullest extent permitted by law, Client will indemnify, defend and hold the Indemnitees harmless from and against any and all Losses arising or claimed to arise from violations by Client of any and all environmental laws, rules and regulations relating to the existence, generation, current or future ownership, storage, transport or disposal of pre-existing hazardous substances and wastes, but this indemnity shall not cover such loss, damage, cost or expense to the extent caused by TIERRA's proven negligence in performing the Services under this Agreement. For purposes of this Agreement, a pre-existing hazardous substance is any hazardous substance or hazardous waste having been generated by Client or existing on Client's premises prior to the date of this Agreement.

11. OWNERSHIP AND LEGAL USE OF DOCUMENTS. All notes, data, reports, original final reproducible drawings, plans, specifications,

calculations, and studies memoranda assembled or prepared by TIERRA are instruments of service with respect to the subject project, and TIERRA shall retain an ownership and property interest therein, whether or not the project is completed. The Client may make and retain copies for information and reference in connection with the subject project; however, such documents are not intended or represented to be suitable for re-use by the Client or others. Any modification, changes, or reuse without written verification or adaptation by TIERRA for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to TIERRA, and the Client, to the fullest extent permitted by law, agrees to indemnify and hold harmless the Indemnitees against any and all Losses whatsoever arising out of or resulting therefrom.

12. ALLOCATION OF RISK AND LIMITATION OF LIABILITY. The parties have evaluated the respective risks and remedies under this Agreement and agree to allocate the risks and restrict the remedies to reflect that evaluation. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Client agrees to restrict its remedies under this Agreement against TIERRA, its parents, affiliates and subsidiaries ("TIERRA Covered Parties"), so that the total aggregate liability of TIERRA Covered Parties shall not exceed $50,000 or the actual paid compensation for the Services performed by TIERRA under this Agreement, whichever is greater. This restriction of remedies shall apply to any and all Losses of any nature arising from or related to this Agreement without regard to the legal theory under which such liability is imposed. Claims must be brought within one calendar year from performance of the Services.

13. LIABILITY FOR OTHERS. TIERRA shall not be responsible for supervising, overseeing, or controlling the Client's contractors or for their means and methods, procedures, performance, or site safety. TIERRA shall not be responsible for the acts or omissions of the Client, owner, architect, architect's other consultants, contractor, subcontractors, other third parties or their respective agents, employees, assigns, successors, or any other persons ("Others"). TIERRA shall have no authority to control Others regarding their work or their safety practices. TIERRA does not control or guarantee the work of Others. TIERRA has no duty to inspect or correct health and safety deficiencies of Others. TIERRA will not be responsible for the failure of Others to perform in accordance with their undertakings and the providing of TIERRA's Services shall not relieve Others of their responsibilities to the Client or Others. TIERRA reserves the right to report to the Client any unsafe conditions observed at the project without altering the foregoing.

14. CONSEQUENTIAL DAMAGES WAIVER. Notwithstanding anything to the contrary, to the fullest extent permitted by law, Client and TIERRA waive against each other any and all claims for or entitlement to special, incidental, indirect, consequential, liquidated, punitive, or similar losses or damages arising out of, resulting from, or in any way related to the project or this Agreement including without limitation lost profits, revenue or savings, loss of capital, loss of bonding capacity, loss of goodwill, or loss of use, even if TIERRA had been advised of, knew or should have known, of the possibility thereof.

15. INSURANCE. TIERRA will maintain the following insurance coverages and amounts: (1) Workers Compensation insurance as required by law, (2) Employer's Liability insurance with coverage of $1,000,000 per each accident/employee, (3) Commercial General Liability insurance with coverage of $1,000,000 per occurrence/aggregate, (4) Automobile Liability insurance with coverage of $1,000,000 combined single limit, and (5) If TIERRA is providing professional services, Professional Liability insurance with coverage of $1,000,000 per claim/aggregate. Client shall name TIERRA as additional insured on its Builder's Risk policy. Client shall require any general contractors working on the project site to include TIERRA in any indemnity that the Client requires such contractors to provide to the Client and as an additional insured under any such contractor's general liability insurance policy. Client shall provide TIERRA with a certificate of insurance evidencing the required insurance.

16. RESOLUTION OF DISPUTES. Client shall not be entitled to assert a Claim against TIERRA based on any theory of professional negligence unless and until Client has obtained the written opinion from an independent and reputable Professional Engineer (P.E.) or Registered Geologist (R.G.) that TIERRA has violated the standard of care applicable to TIERRA's performance of the Services. Such party shall be currently practicing in the same discipline as TIERRA and be licensed in the state where the project is located. This written opinion shall specify the acts or omissions that the independent engineer or geologist contends are not in conformance with the standard of care for professional services performed by local consultants under similar circumstances; and state in detail the basis for their independent opinion that such acts or omissions do not conform to that standard of care. Client shall provide this opinion to TIERRA and the parties shall endeavor to resolve the dispute within 30 days. This Agreement shall be governed by and construed in accordance with the laws of the state where the TIERRA office originating the work or proposal is located. Exclusive of lien claims, any legal action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement shall be brought in the county where the TIERRA office originating the work or proposal is located. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

17. COMPENSATION AND PAYMENT TERMS. Client agrees that an invoice amount is due when received unless otherwise agreed. A service charge of one and one-half percent (1-½%) per month (but not exceeding the maximum allowable by law) will be added to any account not paid within 30 days after the invoice date. In the event that any portion of the account remains unpaid 30 days after the invoice date, TIERRA may immediately discontinue Services on any and all projects for Client, or withhold any final report or instrument of service, or demand prepayment of fees at TIERRA's option. Client shall pay all costs incurred by TIERRA in collecting any delinquent amount, including staff time, court costs and attorney fees. To the fullest extent permitted by law, failure to make payment within sixty (60) days of invoice shall constitute a release of TIERRA from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time. Should Services based on a fee schedule be performed beyond the end of the calendar year, TIERRA's current fee schedule shall apply unless otherwise negotiated in advance.

18. TERMINATION. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, TIERRA will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and shall supersede other prior agreements and representations. No amendments to this Agreement shall be valid unless made in writing and signed by the parties. If Client uses its standard business forms, all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void. If the terms and conditions of this Agreement conflict with the terms and conditions of any other agreement or document this Agreement shall govern and control over any such conflict. The invalidity or unenforceability of any portion(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) hereof. Any invalid or unenforceable portion shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion held to be invalid or unenforceable. This Agreement may be executed in several counterparts, each of which shall be deemed an original having identical legal effect. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. TIERRA shall not be bound by any language incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to TIERRA and are expressly agreed to in a writing signed by TIERRA.

Certified Professional Estimators

March 18, 2026

John Lenti, AIA, LEED AP BD+C, ENV SP
Sustainability and Resiliency Studio Principal
cph
5601 Mariner St
UNIT 105
Tampa, FL 33609

RE: Polk County Utilities Division Northeast Regional Fleet & Warehouse Buildings

Dear John,

Thank you for contacting CPE regarding the Polk County Utilities Division Northeast Regional Fleet & Warehouse Buildings Project. Based on the documentation, we propose the following fees and services:

Final Design Cost Estimate:	
Detailed Cost Estimates by Building and Site	**$17,500**

Thank you,

Burt Jenkins, CPE
Partner, Senior Cost Estimator
Certified Professional Estimators

Decatur, GA 30033
336-425-6278

Agenda Item G.3. 6/2/2026

SUBJECT

Approve construction contract with Kamminga & Roodvoets, Inc. for the Combee Academy Safe Routes to School (SRTS) for Sidewalk, Street Lighting and Drainage Improvements ($800,231.40 one-time expense)

DESCRIPTION

The Roads and Drainage Division requested Procurement solicit bids from qualified contractors who were interested in the construction of approximately 1,061 feet of sidewalk and the re-construction of numerous driveways near Combee Academy of Design and Engineering. A five-foot wide sidewalk will be constructed on Morgan Combee Road from Combee Road to Woodland Avenue and Morganwood Drive to Ridge Lake Court (south and north side respectively). Street lighting will be designed and installed by Lakeland Electric. Existing utilities will be relocated and/or modified as needed. The project also includes drainage improvements associated with sidewalk enhancements.

This project is intended to create a continuous, accessible pedestrian pathway that enhances safety and mobility for residents and students. Once completed, the improvement will provide safe and functional access to Combee Academy, located on the south side of Morgan Combee Road.

Bid 26-045, Combee Academy SRTS Sidewalk and Street Lighting project was issued, and five contractors submitted a bid.

Company	Location	Total
Kamminga & Roodvoets, Inc	Tampa, FL	$ 762,125.40
Central Concrete Products	Bartow, FL	$ 818,580.00
American Design Engineering Construction, Inc.	Weston, FL	$ 898,700.00
Rogar Management & Consulting of Florida, LLC	Kissimmee, FL	$ 947,252.00
Cathcart Construction Company Florida, LLC	Winter Springs, FL	$ 1,038,662.50

A recommendation of award was issued to Kamminga & Roodvoets, Inc. and no protests were received. In accordance with Resolution No. 13-066, $38,106.00 was added to the contract for allowance work for a total contract amount of $800,231.40. The contract time for this project is 150 days to final completion. Allowance time for the project is 22 days.

This project is partially funded through a federally funded Local Agency Program (LAP) through the Florida Department of Transportation (FDOT). The FDOT has reviewed the documents and approves the County to enter into a construction contract with the lowest responsive bidder Kamminga & Roodvoets, Inc.

RECOMMENDATION

Request Board approve a construction contract with Kamminga & Roodvoets, Inc. in the amount of $800,231.40 for Bid 26-045, Combee Academy SRTS Sidewalk and Street Lighting.

FISCAL IMPACT

Funding is budgeted and available in the Special Revenue Grant Fund within the Roads and Drainage 5 year CIP.

CONTACT INFORMATION

Tabatha Shirah
Senior Procurement Analyst
863.534.5935
tabathashriah@polkfl.gov

PART E

CONTRACT

This Contract is entered into as of the date last executed, (the "Effective Date), by and between Polk County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Kamminga & Roodvoets, 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 **26-045**

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 $**762,125.40** plus the Allowance Work amount of $ **38,106.00** the total sum being $ **800,231.40**. This total contract price shall be reduced by the unused amount of the allowance, if such Work is not completed.

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

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Substantial Completion within **120** calendar days from the Start Date memorialized within the Notice to Proceed. 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 **150** days. The allowance time for this project is **22** days.

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

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

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

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

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

ATTEST: STACY M. BUTTERFIELD, CLERK

BY:_____
DEPUTY CLERK

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

BY:_____
MARTHA SANTIAGO, Ed.D., CHAIR
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

5/5/2026
County Attorney's Office Date

ATTEST:

Corporate Secretary

SEAL

CONTRACTOR: **Kamminga & Roodvoets, Inc.,**

BY:_____
Authorized Corporate Officer or Individual

James Barnes
(Printed or Typed Name of Signer)

Vice President
(Printed or Typed Title of Signer)

5219 Cone Rd, Tampa, FL 33610
(Business Address of Contractor)

813-623-3031
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Hillsborough

The foregoing instrument was acknowledged before me by means of ■ physical presence or ☐online notarization this April 17th, 2026 (Date) by James Barnes (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 April 17th, 2026 (Date)

Delaney Marsnek (Official Notary Signature and Notary Seal)

Delaney Marsnek (Name of Notary typed, printed or stamped)

Commission Number HH708312 Commission Expiration Date 9/17/29

DELANEY MARSNEK NOTARY PUBLIC MY COMMISSION EXPIRES 9-17-2029 STATE OF FLORIDA COMMISSION NUMBER HH708312

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 _____

Kamminga & Roodvoets, Inc.

MICHIGAN OFFICE • 3435 Broadmoor, S.E. • Grand Rapids, MI 49512 • Ph. (616) 949-0800 • Fax (616) 949-1894
FLORIDA OFFICE • 5219 Cone Road • Tampa, FL 33610 • Ph. (813) 623-3031 • Fax (813) 628-4490
– AN EQUAL OPPORTUNITY EMPLOYER –

To Whom It May Concern:

From: Kamminga & Roodvoets, Inc.

The following is a resolution adopted by the Kamminga & Roodvoets Inc., Board of Directors at their annual meeting on November 7, 2025.

CONTRACT AUTHORITY:

"**RESOLVED**, that the following individuals are herby authorized to execute, on behalf of Kamminga & Roodvoets, Inc. any and all contracts with any governmental entity and to negotiate and sign all other contracts on behalf of this Corporation."

Kurt D. Poll.....President
James Barnes..... .....Vice President
Bradley Kreider.....V.P. Construction
Timothy Bergstrom .....V.P. Estimating-MI
Clay Barnes.....Estimator
Daniel Ringnalda.....Secretary/Treasurer
Brad Tidey.....Assistant Secretary – FL Operations



Daniel Ringnalda – Secretary/Treasurer

Detail by Entity Name

Foreign Profit Corporation
KAMMINGA & ROODVOETS, INC.

Filing Information

Document Number	849021
FEI/EIN Number	38-1808100
Date Filed	05/04/1981
State	MI
Status	ACTIVE

Principal Address

3435 BROADMOOR , S.E.
GRAND RAPIDS, MI 49512

Changed: 05/23/1991

Mailing Address

5219 CONE ROAD
TAMPA, FL 33610

Changed: 10/23/2014

Registered Agent Name & Address

Barnes, James
5219 CONE RD
TAMPA, FL 33610

Name Changed: 02/05/2025

Address Changed: 04/28/2020

Officer/Director Detail

Name & Address

Title VP

KREIDER, BRADLEY
3435 BROADMOOR SE
GRAND RAPIDS, MI 49512

POLL, KURT
3435 BROADMOOR SE
GRAND RAPIDS, MI 49512

Title Secretary

RINGNALDA, DANIEL
3435 BROADMOOR , S.E.
GRAND RAPIDS, MI 49512

Title Officer

TIDEY, BRADRICK
5219 CONE ROAD
TAMPA, FL 33610

Title VP

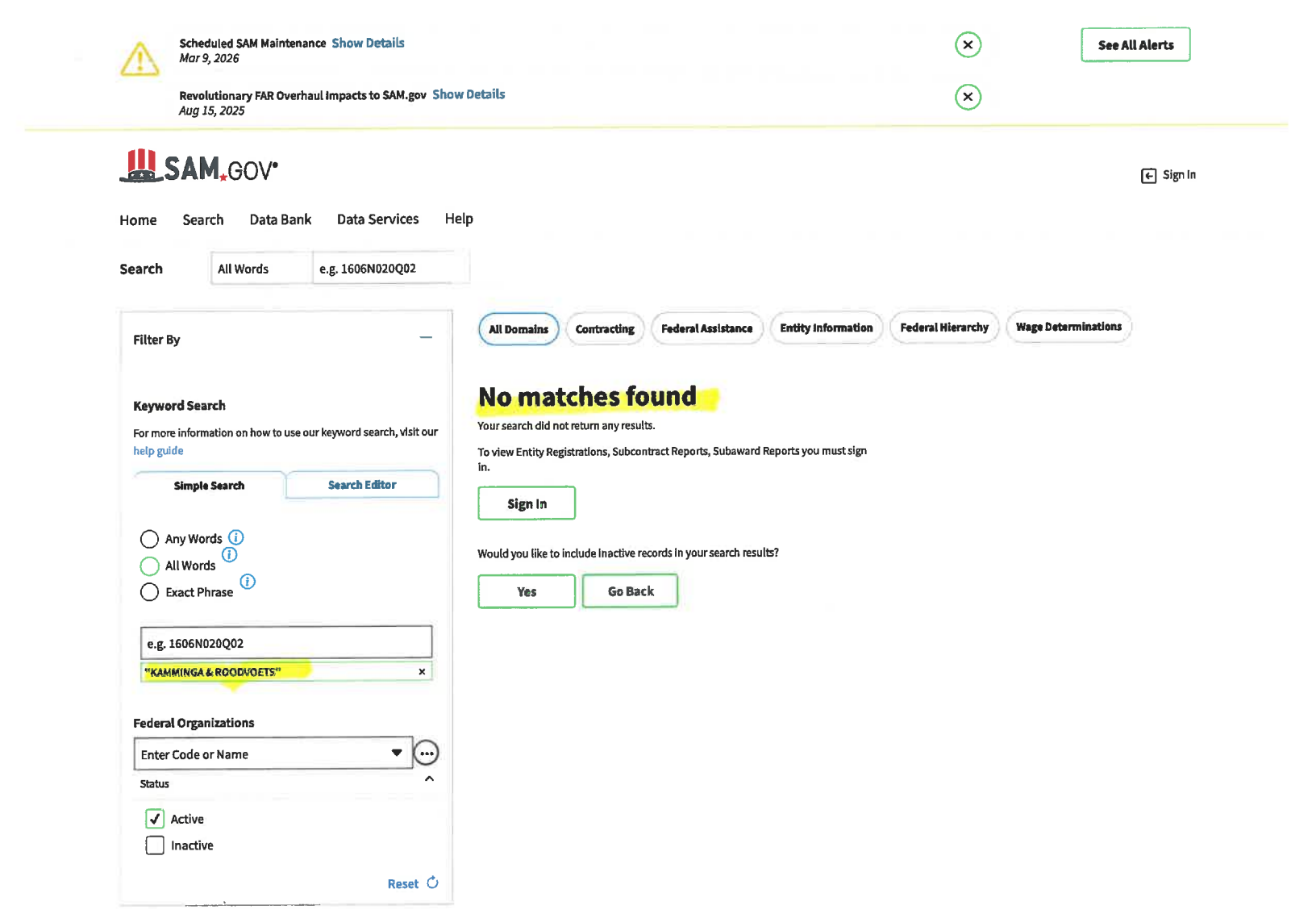
BARNES, JAMES
5219 CONE ROAD
TAMPA, FL 33610

Annual Reports

Report Year	Filed Date
2024	02/22/2024
2025	02/05/2025
2026	02/02/2026

Document Images

02/02/2026 -- ANNUAL REPORT	View image in PDF format
02/05/2025 -- ANNUAL REPORT	View image in PDF format
02/22/2024 -- ANNUAL REPORT	View image in PDF format
03/15/2023 -- ANNUAL REPORT	View image in PDF format
03/11/2022 -- ANNUAL REPORT	View image in PDF format
04/20/2021 -- ANNUAL REPORT	View image in PDF format
04/28/2020 -- ANNUAL REPORT	View image in PDF format
03/27/2019 -- ANNUAL REPORT	View image in PDF format
03/28/2018 -- ANNUAL REPORT	View image in PDF format
03/03/2017 -- ANNUAL REPORT	View image in PDF format
02/09/2016 -- ANNUAL REPORT	View image in PDF format
03/26/2015 -- ANNUAL REPORT	View image in PDF format
02/26/2014 -- ANNUAL REPORT	View image in PDF format
03/04/2013 -- ANNUAL REPORT	View image in PDF format
03/19/2012 -- ANNUAL REPORT	View image in PDF format
03/17/2011 -- ANNUAL REPORT	View image in PDF format
02/15/2010 -- ANNUAL REPORT	View image in PDF format


Scheduled SAM Maintenance Show Details
Mar 9, 2026
Revolutionary FAR Overhaul Impacts to SAM.gov Show Details
Aug 15, 2025
See All Alerts
SAM.GOV
Sign In
Home
Search
Data Bank
Data Services
Help
Search
All Words
e.g. 1606N020Q02
Filter By
Keyword Search
For more information on how to use our keyword search, visit our help guide
Simple Search
Search Editor
Any Words
All Words
Exact Phrase
e.g. 1606N020Q02
"KAMMINGA & ROODVOETS"
Federal Organizations
Enter Code or Name
Status
Active
Inactive
Reset
All Domains
Contracting
Federal Assistance
Entity Information
Federal Hierarchy
Wage Determinations
No matches found
Your search did not return any results.
To view Entity Registrations, Subcontract Reports, Subaward Reports you must sign in.
Sign In
Would you like to include inactive records in your search results?
Yes
Go Back

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BARNES, JAMES LOUIS

KAMMINGA & ROODVOETS INC
5219 CONE RD
TAMPA FL 33610

LICENSE NUMBER: CUC1226000

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/07/2024

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.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 22,2025

KAMMINGA & ROODVOETS, INC.
3435 BROADMOOR SE
GRAND RAPIDS, MICHIGAN 49512

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, SIDEWALK, WATER MAINS, SEWER, JACKING AND LIFT STATIONS

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

INSTR # 2026101653
BK 13976 Pgs 1807-1813 PG(s)7
RECORDED 04/29/2026 12:32:16 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES $61.00
RECORDED BY katrmccl

EXHIBIT II: PERFORMANCE BOND

FRONT PAGE
F.S. CHAPTER 255.05

BOND NO.:	190058211
CONTRACTOR NAME:	Kamminga & Roodvoets, Inc.
CONTRACTOR ADDRESS:	5219 Cone Rd, Tampa, FL 33610
CONTRACTOR PHONE NO:	813-623-3031
SURETY COMPANY:	Liberty Mutual Insurance Company 175 Berkeley St, Boston, MA 02116 617-357-9500
OWNER NAME: OWNER ADDRESS: OWNER PHONE NO:	Polk County, a political subdivision of the State of Florida 330 W. Church St Bartow, FL 33830 (863) 534-6757
OBLIGEE NAME: (if contracting entity is different from the owner, the contracting public entity)	
OBLIGEE ADDRESS:	
OBLIGEE PHONE NO:	
BOND AMOUNT:	$ 800,231.40
CONTRACT NUMBER:	26-045
GENERAL DESCRIPTION OF PROJECT:	The project includes the construction of approx. 1,061 feet of sidewalk and the re-construction of numerous driveways near Combee Academy of Design and Engineering (CODE).
PROJECT LOCATION:	Lakeland, Florida

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD, CPA
CLERK OF THE CIRCUIT COURT

EXHIBIT II (cont'd): PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That Kamminga & Roodvoets, Inc., as Principal, and Liberty Mutual Insurance Company, as Surety, located at 175 Berkeley St, Boston, MA 02116 (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Dollars ($ **800,231.40**) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated _____, 20___ (the "Purchase Order") between Principal and Obligee for performance of providing protective measure – overhead doors, at the times and in the manner proscribed in the Purchase Order; and
2. Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and
3. Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and
4. Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Purchase Order during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

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

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ 20__.

ATTEST:

PRINCIPAL: Kamminga & Roodvoets, Inc.

BY: _____ (SEAL)

Witness: _____ Authorized Signature (Principal)

Printed Name: James Barnes

Witness: _____ Title of Person Signing Above: Vice President

ATTEST:

SURETY: Liberty Mutual Insurance Company

(Printed Name)

Witness: _____ BY: _____ (SEAL)

Attorney in Fact

Witness: _____ Printed Name Carolyn Schultz

Business Address 300 Ottawa Ave NW Suite 301, Grand Rapids MI 49503

NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

EXHIBIT III: PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Kamminga & Roodvoets, Inc., as Principal, and Liberty Mutual Insurance Company, as Surety, located at 175 Berkeley St, Boston, MA 02116 (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of Eight Hundred Thousand Two Hundred Thirty One Dollars and Forty Cents Dollars ($ 800,231.40) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided under and in accordance with that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for; Bid 26-045, Combee Academy SRTS Sidewalk and Street Lighting.

then the Surety shall have no obligation under this Payment Bond.

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

In the event that the Principal shall fail to promptly make payment to any claimant as described above during the period in which this Payment Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any such failure up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Payment Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Payment Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes does not affect Surety's obligation under this Payment Bond. The Principal shall notify the Surety of all such changes.

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

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST:

PRINCIPAL: Kamminga & Roodvoets, Inc.

BY: _____ (SEAL)

Witness: _____

Authorized Signature (Principal)

Printed Name: James Barnes

Witness: _____

Title of Person Signing Above: Vice President

ATTEST:

SURETY: Liberty Mutual Insurance Company

(Printed Name)

Witness: _____

BY: _____ (SEAL)

Attorney in Fact

Witness: _____

Printed Name Carolyn Schultz

Business Address 300 Ottawa Ave NW Suite 301, Grand Rapids MI 49503

NOTE: Date of the Payment Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213862 - 975250**

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, Carla A. Charles, Carolyn Schultz, Jamie Campbell, Joshua Short, Kristeen L. Doyle, Mari D. Maceri, Meghan Koster

all of the city of Grand Rapids state of MI 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 22nd day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-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 _____, 2026

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

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.

EXHIBIT III
PAYMENT OF STORED MATERIALS

As regards payment for stored materials on Bid #26-045, and the inclusion by Kamminga & Roodvoets, Inc. (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 _____

Liberty Mutual Insurance Company (Name of Surety)

LIBERTY MUTUAL INSURANCE COMPANY BOSTON, MASSACHUSETTS 5822 2012

Authorized Signature of Surety

CIRCUIT COURT CLERK SUUM CUIQUE POLK COUNTY, FLORIDA

I hereby certify that the foregoing is a true copy of the record in my office this day, Apr 29, 2026. Redacted __ Unredacted/law ✓
Stacy M. Butterfield, Clerk of Court Polk County, Florida
By Katrina McCoam Deputy Clerk

PART D – EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Kamminga & Roodvoets, Inc. (hereinafter called the Principal) and Liberty Mutual Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Massachusetts, and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of Thirty Eight Thousand One Hundred Six Dollars and Twenty Seven Cents dollars ($ 38,106.27) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of
BID #26-045, Combee Academy SRTS Sidewalk and Street Lighting

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 Performance and Payment 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
28th day of January 2026.

ATTEST:

Witness

Witness

PRINCIPAL: Kamminga & Roodvoets, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

James Barnes
Printed Name

Vice President
Title of Person Signing Above

ATTEST:

Witness

Witness

SURETY: Liberty Mutual Insurance Company
Printed Name

BY: _____ (SEAL)
Attorney in Fact

Carolyn Schultz
Printed Name

300 Ottawa Ave N.W. Suite 301, Grand Rapids, MI 4950
Business Address

NOTES:

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

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213862 - 975250**

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, Carla A. Charles, Carolyn Schultz, Jamie Campbell, Joshua Short, Kristeen L. Doyle, Mari D. Maceri, Meghan Koster

all of the city of Grand Rapids state of MI 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 22nd day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-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 28th day of January, 2026.

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.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/29/2025

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 & McLennan Agency Bouchard Region 101 N. Starcrest Drive Clearwater FL 33765	**CONTACT NAME:** Certificate Specialist **PHONE (A/C, No, Ext):** 727-447-6481 **FAX (A/C, No):** 727-449-1267 **E-MAIL ADDRESS:** mmabouchard.certificates@marshmma.com
INSURED KAMMING Kamminga & Roodvoets, Inc. 3435 Broadmoor Avenue SE Grand Rapids MI 49512-2870	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : National Union Fire Ins Co of Pittsburg — 19445 INSURER B : Travelers Property Casualty Co. of Amer — 25674 INSURER C : AIG Specialty Insurance Co. — 26883 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 808485212 **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 X Contractual Liab X XCU Cov Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	9894837	6/1/2025	6/1/2026	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 $ 300,000 $ 10,000 $ 5,000,000 $ 10,000,000 $ 10,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY [X] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X Hired X Non-Owned	Y	Y	5717854	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 0	Y	Y	CUP3Y62258125NF	6/1/2025	6/1/2026	EACH OCCURRENCE AGGREGATE $	$ 12,000,000 $ 12,000,000 $
A	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		Y	13188195	6/1/2025	6/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 5,000,000 $ 5,000,000 $ 5,000,000
C	Pollution Liab	Y		CPO19156512	6/1/2023	6/1/2026	Each Occ/Aggregate	5,000,000

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

Todd George

© 1988-2015 ACORD CORPORATION. All rights reserved.

National Union Fire Insurance Company of Pittsburgh, Pa.

BestLink AMB #: 002351 NAIC #: 19445 FEIN #: 250687550

Mailing Address
1271 Avenue Of The Americas, 37Th Floor
New York, New York 10020-1304
United States

View Additional Address Information

Web: www.aig.com
Phone: 212-770-7000

AM Best Rating Unit: AMB #: 058702 - American International Group, Inc.

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058702 - American International Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Positive
Action:	Affirmed
Effective Date:	November 20, 2025
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Positive
Action:	Affirmed
Effective Date:	November 20, 2025
Initial Rating Date:	April 06, 2005

Financial Size Category View Definition

Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Director: Raymond Thomson, CPCU, ARe, ARM
Director: Doniella Pliss
Note: *See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Revises Outlooks to Positive for Credit Ratings of American International Group, Inc. and Its Core Property/Casualty Subsidiaries
November 20, 2025

Rating History

A.M. Best has provided ratings & analysis on this company since 1907.

Financial Strength Rating

Effective Date	Rating
November 20, 2025	A
December 06, 2024	A
January 26, 2024	A
December 16, 2022	A
October 07, 2021	A

Long-Term Issuer Credit Rating

Effective Date	Rating
November 20, 2025	a+
December 06, 2024	a+
January 26, 2024	a+
December 16, 2022	a
October 07, 2021	a

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 058702 - American International Group, Inc..

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
SS
County of Hillsborough)

James Barnes, being first duly sworn, deposes and says that:

1. They are Vice President of Kamminga & Roodvoets, Inc., the Bidder that has submitted the attached Bid;

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

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

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

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

Signed _____

Title Vice President

Subscribed and sworn to before me this 18th day of February, 20 26

_____

_____
(Title)

My Commission expires 9/17/29

DELANEY MARSONEK NOTARY PUBLIC MY COMMISSION EXPIRES 9-17-2029 STATE OF FLORIDA COMMISSION NUMBER HH 708312

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK
BID # 26-045

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid 26-045.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI- A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre-award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this 18th day of February, 20 26

Name of Firm Kamminga & Roodvoets, Inc.

By James Barnes

Vice President
Title of Person Signing

Subscribed and sworn to before me this 18th day of February, 20 26

Delaney Marsonek

(Title)

My Commission expires 9/17/29

DELANEY MARSONEK NOTARY PUBLIC MY COMMISSION EXPIRES 9-17-2029 STATE OF FLORIDA COMMISSION NUMBER HH 708312

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
Utility Work	Self-Perform	$ 560,020.87														$ 560,020.87	73.48%
MOT	ACME Barricades	$ 13,382.40														$ 13,380.40	1.76%
Project Video	LP Video Productions, Inc.			$ 618.13												$ 618.13	0.08%
Survey	Kleingers Group	$ 18,310.00														$ 18,310.00	2.40%
QC Testing	Tierra, Inc.							$ 10,000.00								$ 10,000.00	1.31%
Pavement markings	Croc Line Striping	$ 69,024.00														$ 69,024.00	9.06%
Concrete	Curb Man							$ 79,736.00								$ 79,736.00	10.46%
Sod	Creekside Nursery, Inc.							$ 4,074.00								$ 4,074.00	0.53%
Guardrail	Delamere Industries	$ 6,960.00														$ 6,960.00	0.91%
	SubTotals	$ 667,697.27		$ 618.13		$ -		$ 93,810.00		$ -		$ -		$ -		$ 762,125.40	100%
	Allowance															$ 38,106.00	
	TOTAL															$ 800,231.40	

NOTE: This is a sample Exhibit VIA-Subcontractor's List. The Successful Contractor will be required to provide Exhibit VIA-Subcontractor's List prior to execution of a contract.

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from the County.

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of Florida)
SS
County of Duval)

Christian Cummings, being first duly sworn, deposes and says that:

1. They are CEO of ACME Barricades, L.C., hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with Bid:
Bid 26-045, Combee Academy SRTS Sidewalk and Street Lighting

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

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

Signed _____

Title Christian Cummings, CEO

Subscribed and sworn to before me this 21st day of April, 20 26

Vada Suggs
Adm

(Title)

My Commission expires 2/9/29

VADA SUGGS
Commission # HH 621567
Expires February 9, 2029

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from the County.

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of FL)
SS
County of ORANGE)

Pam Stimpson, being first duly sworn, deposes and says that:

1. They are VP of LP VIDEO PRODUCTIONS, INC., hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with Bid:
Bid 26-045, Combee Academy SRTS Sidewalk and Street Lighting

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

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

Signed Pam Stimpson

Title Vice Pres.

Subscribed and sworn to before me this 20 day of April, 20 26

Laurie Soleim

(Title)

Notary Public State of Florida
Laurie A Soleim
My Commission HH 597680
Expires 11/12/2028

My Commission expires

EX V- 1

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from the County.

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of Florida)
SS
County of Pinellas)

Bill Davis, being first duly sworn, deposes and says that:

1. They are survey group lead of The Kleingers Goup, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with Bid:
Bid 26-045, Combee Academy SRTS Sidewalk and Street Lighting

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

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

Signed Billy R. Davis

Title Survey Group Leader

Subscribed and sworn to before me this 17 day of April, 20 26

Maja Lucey

Project Coordinator
(Title)

My Commission expires 12/12/2029

MAJA I. LUCEY
MY COMMISSION # HH 733740
EXPIRES: December 12, 2029

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from the County.

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of Florida)
SS
County of Hillsborough)

Larry Moore, being first duly sworn, deposes and says that:

1. They are Vice President of Tierra, Inc., hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with Bid:
Bid 26-045, Combee Academy SRTS Sidewalk and Street Lighting

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

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

Signed _____

Title Vice President

Subscribed and sworn to before me this 17th day of April, 2026

Cynthia Johnson

Administrative Assistant
(Title)

My Commission expires August 14, 2028

CYNTHIA JOHNSON
Notary Public - State of Florida
Commission # HH 639922
My Comm. Expires Aug 14, 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 the County.

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of Florida)
SS
County of Martin)

James Archer, being first duly sworn, deposes and says that:

1. They are Owner of CMC Enterprises, LLC, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with Bid:
Bid 26-045, Combee Academy SRTS Sidewalk and Street Lighting

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

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

Signed _____

Title Owner/CEO

Subscribed and sworn to before me this 21st day of April, 20 26

Tori Lichtenwald

COO
(Title)

My Commission expires 5/31/26

TORI LICHTENWALD
Notary Public
State of Florida
Comm# HH269498
Expires 5/31/2026

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 the County.

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of Florida)
SS
County of Polk)

Chris Gabaldon, being first duly sworn, deposes and says that:

1. They are Owner of Curbman, Inc., hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with Bid:
Bid 26-045, Combee Academy SRTS Sidewalk and Street Lighting

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

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

Notary Public State of Florida
Michael Gebaldon
My Commission HH 750955
Expires 12/21/2029

Signed _____

Title Owner

Subscribed and sworn to before me this 20 day of April, 2026

_____

Notary Public
(Title)

My Commission expires 12/21/29

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from the County.

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of Florida)
SS
County of Pasco)

Zenen Valdes, being first duly sworn, deposes and says that:

1. They are President of Creekside Nursery, Inc, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with Bid:
Bid 26-045, Combee Academy SRTS Sidewalk and Street Lighting

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

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

Signed _____

Title President

Subscribed and sworn to before me this 17th day of April, 2026

Betsy A. Troidl

Office Manager
(Title)

My Commission expires 11/01/2028

BETSY A. TROIDL
MY COMMISSION # HH 567191
EXPIRES: November 1, 2028

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from the County.

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of Florida)
SS
County of Hernando)

Delamere Industries Inc, being first duly sworn, deposes and says that:

1. They are President of Delamere Industries Inc, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Kamminga & Roodvoets, Inc. the Contractor for certain work in connection with Bid:
Bid 26-045, Combee Academy SRTS Sidewalk and Street Lighting

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

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

Signed _____

Title President

Subscribed and sworn to before me this 21 day of April, 2026

Paul Hughes
President
(Title)

My Commission expires _____

ARIEL OLIVER
MY COMMISSION # HH 728917
EXPIRES: February 7, 2030

EXHIBIT XVIII CERTIFICATE OF COMPLIANCE

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

Bid # 26-045

Kamminga & Roodvoets, Inc.
Contractor

Signature

James Barnes, Vice President
Printed Name of Signer

4/17/26
Date

EX XVIII

Part C – BID SUBMITTAL
(Unit Price)

NAME OF PROJECT: BID #26-045, Combee Academy SRTS Sidewalk and Street Lighting

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Submittal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without any connection with any other person, company or parties making a Bid Submittal; and that the Submittal is, in all respects, fair and made in good faith, without collusion or fraud.

The Bidder further declares that he/she has examined the site of the Work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this Bid Submittal is accepted, to contract with the County in the form of Contract specified; and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Work.

ALL THE PAGES THAT ARE PART OF THIS SECTION MUST BE PROVIDED FOR THIS BID SUBMITTAL TO BE CONSIDERED BY THE COUNTY

***NOTE: ALL UNIT PRICE PAGES MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT WILL CAUSE THE BID TO BE REJECTED.**

1. **BID PRICE** $ 762,125.40
(Note: This total represents the sum of the unit prices.)

WRITTEN AMOUNT (SPELL OUT)

Seven Hundred Sixty Two Thousand One Hundred Twenty Five DOLLARS

Forty CENTS

2. **CONTRACT TIME TO COMPLETE THIS PROJECT** 150 CALENDAR DAYS

3. **NAME OF BIDDER:** Kamminga & Roodvoets, Inc. - Corppration
(typed or printed: firm, corporation, business or individual)

A. ROADWAY/DRAINAGE ITEMS						
No.	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	101-1	MOBILIZATION	LS	1	$ 121,500.00	$ 121,500.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 27,000.00	$ 27,000.00
3	102-60	WORK ZONE SIGN	ED	8640	$ 0.25	$ 2,160.00
4	102-74-1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	18720	$ 0.12	$ 2,246.40
5	102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	748	$ 12.00	$ 8,976.00
6	104-10-3	SEDIMENT BARRIER	LF	1338	$ 6.00	$ 8,028.00
7	104-18	INLET PROTECTION SYSTEM	EA	5	$ 200.00	$ 1,000.00
8	107-1	LITTER REMOVAL	AC	5.95	$ 300.00	$ 1,785.00
9	107-2	MOWING	AC	5.95	$ 300.00	$ 1,785.00
10	110-1-1	CLEARING & GRUBBING	AC	0.50	$ 175,000.00	$ 87,500.00
11	110-4-10	REMOVAL OF EXISTING CONCRETE	SY	252	$ 22.00	$ 5,544.00
12	110-7-1	MAILBOX, F&I SINGLE	EA	1	$ 339.00	$ 339.00
13	120-1	REGULAR EXCAVATION	CY	105.3	$ 50.00	$ 5,265.00
14	120-6	EMBANKMENT	CY	48.3	$ 65.00	$ 3,139.50
15	400-0-11	CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011	CY	5.5	$ 3,365.00	$ 18,507.50
16	415-1-1	REINFORCING STEEL- ROADWAY	LB	175.0	$ 1.00	$ 175.00
17	425-1-331	INLETS, CURB, TYPE P-3, <10'	EA	1	$ 8,000.00	$ 8,000.00
18	425-1-341	INLETS, CURB, TYPE P-4, <10'	EA	1	$ 8,700.00	$ 8,700.00
19	425-1-431	INLETS, CURB, TYPE J-3, <10'	EA	1	$ 10,200.00	$ 10,200.00
20	425-1-521	INLETS, DT BOT, TYPE C,<10'	EA	6	$ 6,000.00	$ 36,000.00
21	425-1-531	INLETS, DT BOT, TYPE C MODIFY-BACK OF SIDEWALK,<10'	EA	2	$ 6,000.00	$ 12,000.00
22	425-1-533	INLETS, DT BOT, TYPE C MODIFY-BACK OF SIDEWALK, J BOT,<10'	EA	1	$ 8,500.00	$ 8,500.00
23	425-1-551	INLETS, DT BOT, TYPE E,<10'	EA	3	$ 7,000.00	$ 21,000.00
24	425-1-713	INLETS, GUTTER, TYPE V, J BOT,<10'	EA	1	$ 9,700.00	$ 9,700.00
25	425-1-910	INLETS, CLOSED FLUME	EA	1	$ 5,800.00	$ 5,800.00
26	425-2-41	MANHOLES, P-7, <10'	EA	1	$ 6,300.00	$ 6,300.00
27	425-2-61	MANHOLES, P-8, <10'	EA	1	$ 7,300.00	$ 7,300.00
28	430-175-115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"S/CD	LF	166	$ 210.00	$ 34,860.00
29	430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S/CD	LF	48	$ 240.00	$ 11,520.00
30	430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S/CD	LF	14	$ 350.00	$ 4,900.00
31	430-175-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18"S/CD	LF	140	$ 240.00	$ 33,600.00
32	430-175-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 24"S/CD	LF	8	$ 500.00	$ 4,000.00
33	515-1-1	PIPE HANDRAIL-GUIDERAIL, STEEL	LF	87	$ 80.00	$ 6,960.00
34	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	128	$ 60.00	$ 7,680.00
35	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	1040	$ 71.00	$ 73,840.00
36	524-1-2	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	SY	2	$ 150.00	$ 300.00
37	527-2	DETECTABLE WARNINGS	SF	253	$ 65.00	$ 16,445.00
38	570-1-2	PERFORMANCE TURF, SOD	SY	772	$ 13.00	$ 10,036.00
39	571-1-11	PLASTIC EROSION MAT, TRM, TYPE 1	SY	17	$ 30.00	$ 510.00
		ROADWAY/DRAINAGE ITEMS SUBTOTAL				$ 633,101.40
B. SIGNING AND PAVEMENT MARKING ITEMS						
40	654-2-22	MIDBLOCK CROSSWALK: RECTANGULAR RAPID FLASHING BEACON, F&I	AS	4	$ 12,000.00	$ 48,000.00
41	700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	2	$ 200.00	$ 400.00
42	700-1-500	SINGLE COLUMN GROUND SIGN ASSEMBLY, RELOCATE	EA	5	$ 250.00	$ 1,250.00
43	700-1-600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	EA	4	$ 50.00	$ 200.00
44	700142802	ENHANCED HIGHWAY SIGN ASSEMBLY, SOLAR POWERED, RELOCATE - GROUND MOUNT	EA	4	$ 4,000.00	$ 16,000.00
45	711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	481	$ 6.00	$ 2,886.00
46	711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	24	$ 12.00	$ 288.00
		SIGNING AND PAVEMENT MARKING ITEMS SUBTOTAL				$ 69,024.00
		COMBINED ROADWAY/DRAINAGE & S&PM SUBTOTAL				$ 702,125.40
		ROADWAY CONTINGENCY				$ 60,000.00
		(BASE BID) TOTAL				$ 762,125.40

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

CUC1226000
State Certification Number

James Barnes
Individual's Name (Print or Type)

112741
Polk County Registration Number

James Barnes
Individual's Name (Print or Type)

DBPR-CUC1226000
Polk County Local Business Tax Receipt

ADDENDUM CONFIRMATION

Bidder shall acknowledge below that they obtained any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No. 1 Date 1/16/26 Addendum No. 4 Date 2/6/26

Addendum No. 2 Date 1/26/26

Addendum No. 3 Date 2/6/26

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 2/18/26
(Bid Receiving Date)

BIDDER: Kamminga & Roodvoets, Inc.

BY: 
(Authorized Signature – in ink)

James Barnes
(Printed Name of Signer)

Vice President
(Printed Title of Signer)

5219 Cone Rd Tampa FL 33610
Address City State Zip Code

813-623-3031
Telephone Number

quotes@kandrincfl.com
Email Address

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

Subscribed and sworn to (or affirmed) before me this _____(Date) _____

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Hillsborough

The foregoing instrument was acknowledged before me by means of ■ physical presence or ☐ online notarization this Feb. 18th, 2026 (Date) by James Barnes (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 Feb. 18th, 2026 (Date) _____

_____ (Official Notary Signature and Notary Seal)

Delaney Marsonek (Name of Notary typed, printed or stamped)

Commission Number HH708312 Commission Expiration Date 9/17/29

DELANEY MARSONEK NOTARY PUBLIC STATE OF FLORIDA COMMISSION NUMBER HH 708312 MY COMMISSION EXPIRES 9-17-2029

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

January 16, 2026

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

BID # 26-045 Combee Academy SRTS Sidewalk and Street Lighting

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

Contained within this addendum: This addendum serves as formal notification that administrative responsibility for this solicitation has been reassigned.

From: Ken Brush
To: Tabatha Shirah
New Point of Contact Email: tabathashirah@polkfl.gov

Effective immediately, all communication related to this solicitation must be directed to Tabatha Shirah at the email address listed above.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: James Barnes

Title: Vice President

Company: Kamminga & Roodvoets, Inc.

January 26, 2026

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

BID # 26-045 Combee Academy SRTS Sidewalk and Street Lighting
FPN: 446549-1-58-01

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

Contained within this addendum: Bid Receiving Date Extension.

The Bid Receiving Date has been extended two (2) weeks. The revised Bid Receiving Date is Wednesday, February 11, 2026, prior to 2:00 p.m. The deadline for submitting questions has passed, and no additional questions will be accepted.

Addendum 3 forthcoming.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: James Barnes

Title: Vice President

Company: Kamminga & Roodvoets, Inc.

February 6, 2026

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

BID # 26-045 Combee Academy SRTS Sidewalk and Street Lighting
FPN: 446549-1-58-01

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

Contained within this addendum: Bid Receiving Date Extension.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m. The deadline for submitting questions has passed, and no additional questions will be accepted.

Addendum 4 forthcoming.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: James Barnes

Title: Vice President

Company: Kamminga & Roodvoets, Inc.

February 6, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 4

BID # 26-045 Combee Academy SRTS Sidewalk and Street Lighting
FPN: 446549-1-58-01

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

Contained within this addendum: questions & answers, revision and documents added to FTP Site (revised bid sheet and wage determination).

To receive a copy of wage determination and revised bid sheet please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder **"Bid 26-045, Combee Academy SRTS.zip"**, select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, and Excel Bid Sheet. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: 

Printed Name: James Barnes

Title: Vice President

Company: Kamminga & Roodvoets, Inc.

PART D – EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Kamminga & Roodvoets, Inc. (hereinafter called the Principal) and Liberty Mutual Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Massachusetts, and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of Thirty Eight Thousand One Hundred Six Dollars and Twenty Seven Cents dollars ($ 38,106.27) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of
BID #26-045, Combee Academy SRTS Sidewalk and Street Lighting

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 Performance and Payment 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
28th day of January 2026.

ATTEST:

Witness

Witness

PRINCIPAL: Kamminga & Roodvoets, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

James Barnes
Printed Name

Vice President
Title of Person Signing Above

ATTEST:

Witness

Witness

SURETY: Liberty Mutual Insurance Company
Printed Name

BY: _____ (SEAL)
Attorney in Fact

Carolyn Schultz
Printed Name

300 Ottawa Ave N.W. Suite 301, Grand Rapids, MI 4950
Business Address

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

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213862 - 975250**

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, Carla A. Charles, Carolyn Schultz, Jamie Campbell, Joshua Short, Kristeen L. Doyle, Mari D. Maceri, Meghan Koster

all of the city of Grand Rapids state of MI 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 22nd day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-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 28th day of January, 2026.

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.

EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
SS
County of Hillsborough)

James Barnes, being first duly sworn, deposes and says that:

1. They are Vice President of Kamminga & Roodvoets, Inc., the Bidder that has submitted the attached Bid;

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

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

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

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

Signed _____

Title Vice President

Subscribed and sworn to before me this 18th day of February, 20 26

_____

(Title)

My Commission expires 9/17/29

DELANEY MARSONEK NOTARY PUBLIC MY COMMISSION EXPIRES 9-17-2029 STATE OF FLORIDA COMMISSION NUMBER HH 708312

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK
BID # 26-045

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid 26-045.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI- A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre-award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this 18th day of February, 20 26

Name of Firm Kamminga & Roodvoets, Inc.

By James Barnes

Vice President
Title of Person Signing

Subscribed and sworn to before me this 18th day of February, 20 26

(Title)

My Commission expires 9/17/29

DELANEY MARSONEK
NOTARY PUBLIC
MY COMMISSION EXPIRES 9-17-2029
STATE OF FLORIDA
COMMISSION NUMBER HH 708312

Kamminga & Roodvoets, Inc.

MICHIGAN OFFICE • 3435 Broadmoor, S.E. • Grand Rapids, MI 49512 • Ph. (616) 949-0800 • Fax (616) 949-1894
FLORIDA OFFICE • 5219 Cone Road • Tampa, FL 33610 • Ph. (813) 623-3031 • Fax (813) 628-4490
– AN EQUAL OPPORTUNITY EMPLOYER –

To Whom It May Concern:

From: Kamminga & Roodvoets, Inc.

The following is a resolution adopted by the Kamminga & Roodvoets Inc., Board of Directors at their annual meeting on November 7, 2025.

CONTRACT AUTHORITY:

"**RESOLVED**, that the following individuals are herby authorized to execute, on behalf of Kamminga & Roodvoets, Inc. any and all contracts with any governmental entity and to negotiate and sign all other contracts on behalf of this Corporation."

Kurt D. Poll.....President
James Barnes..... .....Vice President
Bradley Kreider.....V.P. Construction
Timothy Bergstrom .....V.P. Estimating-MI
Clay Barnes.....Estimator
Daniel Ringnalda.....Secretary/Treasurer
Brad Tidey.....Assistant Secretary – FL Operations

Daniel Ringnalda – Secretary/Treasurer

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BARNES, JAMES LOUIS

KAMMINGA & ROODVOETS INC
5219 CONE RD
TAMPA FL 33610

LICENSE NUMBER: CUC1226000

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/07/2024

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. 112741 CLASS: B+ EXPIRES: 09/30/2026

OWNER NAME	LOCATION
JAMES LOUIS BARNES	POLK COUNTY

BUSINESS NAME AND MAILING ADDRESS

KAMMINGA & ROODVOETS INC
KAMMINGA & ROODVOETS INC
5219 CONE RD
TAMPA, FL 336105301

CODE ACTIVITY TYPE
230290 CONTRACTOR UNDERGROUND UTILEXC

PROFESSIONAL LICENSE (IF APPLICABLE)
DBPR-CUC1226000

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3495449 08/29/2025 HSP TP 57.75 KAMMINGA & ROODVOETS INC

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 22,2025

KAMMINGA & ROODVOETS, INC.
3435 BROADMOOR SE
GRAND RAPIDS, MICHIGAN 49512

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, SIDEWALK, WATER MAINS, SEWER, JACKING AND LIFT STATIONS

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 19,2025

CROC ENTERPRISES, LLC
3920 SE COMMERCE AVENUE
STUART, FLORIDA 34997

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
PAVEMENT MARKING, ROADWAY SIGNING

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Kamminga & Roodvoets, Inc.

Polk County

Bid 26-045, Combee Academy SRTS Sidewalk and Street Lighting







5219 Cone Rd, Tampa, FL 33610 | 813-623-3031

-An Equal Opportunity Employer-

kammingaroodvoets.com facebook.com/kandrincconstruction instagram.com/kandrincconstruction/

Kamminga & Roodvoets, Inc.

Bonding Letter



5219 Cone Rd, Tampa, FL 33610 | 813-623-3031

-An Equal Opportunity Employer-

kammingaroodvoets.com facebook.com/kandrincconstruction instagram.com/kandrincconstruction/

Liberty Mutual.

Liberty Mutual Surety

Phil Lazarski
Bond Manager
2100 Stewart Ave
Suite 235
Wausau, WI 54401
715-688-9888

July 24th, 2025

Re: Kamminga & Roodvoets, Inc.
Bonding Letter

To Whom It May Concern,

Kamminga & Roodvoets, Inc. is a highly regarded and valued client of Liberty Mutual Surety, a division of Liberty Mutual Insurance Company. We have provided Kamminga & Roodvoets, Inc. with ordinary single bond capacity of $300,000,000 for single projects and aggregate surety capacity of $600,000,000. Our agreement to execute bonds, including bid, performance, and payment bonds, can be subject to final contract review, financing and underwriting conditions being mutually acceptable to both Kamminga & Roodvoets, Inc. and Liberty Mutual Insurance Company.

This letter is not an assumption of liability nor is it a bond. Any arrangement for bonds is a matter between Kamminga & Roodvoets, Inc. and Liberty Mutual Insurance Company. We assume no liability to you or to third parties if for any reason we do not supply said bond or bonds.

Liberty Mutual Insurance Company is licensed to do business in all states and has an A Excellent rating and a financial size category of XV in the A. M. Best's Insurance Guide.

Sincerely,

Phil Lazarski

Phil Lazarski, AFSB
Liberty Mutual Surety

Kamminga & Roodvoets, Inc.

Certificate of Registration



5219 Cone Rd, Tampa, FL 33610 | 813-623-3031

-An Equal Opportunity Employer-

kammingaroodvoets.com facebook.com/kandrincconstruction instagram.com/kandrincconstruction/

State of Florida
Department of State

I certify from the records of this office that KAMMINGA & ROODVOETS, INC. is a Michigan corporation authorized to transact business in the State of Florida, qualified on May 4, 1981.

The document number of this corporation is 849021.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 27, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of March, 2019

Secretary of State

Tracking Number: 2812848148CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Kamminga & Roodvoets, Inc.

Evidence of Coverage



5219 Cone Rd, Tampa, FL 33610 | 813-623-3031

-An Equal Opportunity Employer-

kammingaroodvoets.com facebook.com/kandrincconstruction instagram.com/kandrincconstruction/

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/3/2025

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 & McLennan Agency Bouchard Region 101 N Starcrest DR Clearwater FL 33765	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 727-447-6481 **FAX (A/C, No):** 727-449-1267 **E-MAIL ADDRESS:** mmabouchard.certificates@marshmma.com
INSURED KAMMING Kamminga & Roodvoets, Inc. 3435 Broadmoor Avenue SE Grand Rapids MI 49512-2870	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg — 19445 **INSURER B :** Travelers Property Casualty Co. of Amer — 25674 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1489521858 **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 X Contractual Liab X XCU Cov Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	9894837	6/1/2025	6/1/2026	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 $ 300,000 $ 10,000 $ 5,000,000 $ 10,000,000 $ 10,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY [X] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X Hired [X] Non-Owned	Y	Y	5717854	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0	Y	Y	CUP3Y62258125NF	6/1/2025	6/1/2026	EACH OCCURRENCE AGGREGATE $	$ 12,000,000 $ 12,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	13188195	6/1/2025	6/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 5,000,000 $ 5,000,000 $ 5,000,000

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

Certificate holder is additional insured as respects General, Automobile and Excess Liability only if required by written contract, and subject to the terms, conditions and limits as specified in the policy. Coverage is primary with respect to General, Automobile and Excess Liability and non-contributory as subject to the terms, conditions and exclusions of the policy. Waiver of subrogation applies in favor of certificate holder as respects to General, Automobile, Excess Liability and Workers Compensation only if required by written contract, and subject to the terms, conditions and limits as specified in the policy. 30 day Notice of Cancellation with respect to General, Automobile, Workers Compensation and Excess Liability.

CERTIFICATE HOLDER

Evidence of Coverage

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

Todd George

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Kamminga & Roodvoets, Inc.

Reference Letters



5219 Cone Rd, Tampa, FL 33610 | 813-623-3031

-An Equal Opportunity Employer-

kammingaroodvoets.com facebook.com/kandrincconstruction instagram.com/kandrincconstruction/

Hillsborough County Florida

CAPITAL PROGRAMS
PO Box 1110, Tampa, FL 33601-1110
813-307-1827

BOARD OF COUNTY COMMISSIONERS
Donna Cameron Cepeda
Harry Cohen
Ken Hagan
Pat Kemp
Gwendolyn "Gwen" Myers
Michael Owen
Joshua Wostal
COUNTY ADMINISTRATOR
Bonnie M. Wise
COUNTY ATTORNEY
Christine M. Beck
COUNTY INTERNAL AUDITOR
Peggy Caskey

ASSISTANT COUNTY ADMINISTRATOR
Kimberly A. Byer

November 7, 2023

To: City of Clearwater c/o K&R

Subject: Letter of Reference for Kamminga & Roodvoets, Inc

Dear City of Clearwater,

This is a letter of recommendation for the services rendering by Kamminga & Roodvoets, Inc. (known as K&R) for Hillsborough County Capital Programs Department.

Within the past three years, the Contractor has successfully completed the following projects for the Hillsborough County Capital Programs Department: 1) 70th Street over Delaney Creek Bridge Replacement, 2) Culvert Replacement – Thonotosassa Road, and the 3) Temple Terrace Highway Drainage Improvement projects.

CIP#69200101 – Bridge #104105 (70th St S. over Delaney Creek)

The project included replacing the existing 70th Street South Bridge over Delaney Creek with a bridge culvert (concrete box culvert) on the current horizontal alignment. The 70th Street Bridge over Delaney Creek is in Section 35, Township 30S and Range 20E. The project includes approximately 500-feet of incidental roadway and drainage reconstruction along 70th Street, south of Causeway Blvd.

Started on June 21, 2022, and ended on April 6, 2023.

Project Cost $1,724,396.87,

CIP#46142.031/46136.123 Culvert Replacement - Thonotosassa Road:

The project area is located along Thonotosassa Rd between Fritzke Rd and Forbes Rd. The intent of the project is to improve the drainage at Thonotosassa Road and Campbell Branch Creek. The work consists of rebuilding two (2) concrete box culverts along Thonotosassa Rd at the Campbell Branch crossings. Improvements also include the construction guardrails and the milling/resurfacing of the project limits along Thonotosassa Rd as shown on the signed and sealed plans.

Started on October 9, 2019, and ended on May 15, 2020.

Project Cost $885,673.93

CIP#46134.029 Temple Terrace Highway Drainage Improvements

This project provided a needed pump station at the pond and storm culvert system to deliver the excess stormwater from the pond to an outfall on 78th Street north of Temple Terrace Highway.

Started on April 4, 2019, and ended on April 16, 2020.

Project Cost $1,558,165.54

The above projects were successfully completed on time and within budget by K&R. Also, K&R provided excellent workmanship resulting in above average final quality products for the County. Therefore, we would highly recommend K&R for this type of work and would use them again.

Should you require more details, please do not hesitate to contact me at 813-344-8333.

Sincerely,

Dana D. Mackey, P.E., CPM
Manager, Construction Services
Capital Programs Department

P: (813) 307-1783
M: (813) 344-8333
E: mackeyd@HCFLGov.net
W: HCFLGov.net

Hillsborough County
2310 Regional Water Lane, Tampa, FL 33619

Facebook | Twitter | YouTube | LinkedIn | HCFL Stay Safe

Please note: All correspondence to or from this office is subject to Florida's Public Records law.

Robert Kniss
Water Utilities Engineering Manager
robert.kniss@lakelandgov.net

CITY OF Lakeland
WATER UTILITIES

ADMINISTRATION | ENGINEERING
501 E LEMON STREET W-ADMN/ENG
LAKELAND, FL 33801-5079
863.834.8316 | Fax 863.834.6274
www.lakelandgov.net/water

November 6, 2023

"Treating Your Water Seriously"

RE: Letter of Reference for Kamminga & Roodvoets, Inc.

To Whom It May Concern:

City of Lakeland Water Utilities contracted with Kamminga & Roodvoets, Inc. for installation of 20-in and 16-inch force mains with jack & bores and directional bores in easements and across right-of way as part of a multi-part project to provide sewer service to southwest Lakeland. This is the completion of a long-standing project that started in 2008 and was finally completed in 2022, specifically these projects were English Oaks Section 3 and Section 4. These projects were constructed during the 2022 calendar year.

This construction traversed heavily urbanized and residential areas that included much interaction with customers and residents. The project contract values were $1,021,930.72 and 1,052,364.59, respectively

Kamminga & Roodvoets easily met the construction schedule and were responsive to any noted issues. All work was satisfactory and met all requirements of the project.

Sincerely,

Robert Kniss, P.E.
Water Utilities Engineering Manager

Pinellas County

Public Works
Construction Division

November 3, 2023

To Whom It May Consern

I submit the following information as a Letter of Reference for Kamminga & Roodvoets, Inc.

I have worked with Kamminga & Roodvoets on multiple projects over the years with the latest projects being the 000957A 62nd avenue and 58th street Intersection Improvements and the 003306A Sidewalk and Drainage Improvements.

These projects consisted of mast arms, traffic signalization, road widening, storm drains and structures, swales, sidewalk, sanitary sewer, signage, and pavement markings.

Kamminga & Roodvoets has work for Pinellas County on numerous projects over the years and have performed very well. They always show a willingness to take on additional work and adjust their schedules to meet the needs of Pinellas County. I look forward to working with them in the future.

Sincerely,

Wesley Merritt

Wesley Merritt
Construction Administrator

22211 U.S. Highway 19 North, Building 16
Clearwater, FL 33765
Phone (727) 464-8880
V/TDD (727) 464-4062
www.pinellascounty.org

Kamminga & Roodvoets, Inc.

Copies of Current Licenses



5219 Cone Rd, Tampa, FL 33610 | 813-623-3031

-An Equal Opportunity Employer-

kammingaroodvoets.com facebook.com/kandrincconstruction instagram.com/kandrincconstruction/

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BARNES, JAMES LOUIS

KAMMINGA & ROODVOETS INC
5219 CONE RD
TAMPA FL 33610

LICENSE NUMBER: CUC1226000

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/07/2024

Do not alter this document in any form.

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

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BARNES, CLAY THOMAS

KAMMINGA & ROODVOETS, INC.
5219 CONE RD
TAMPA FL 33610

LICENSE NUMBER: CUC1226258

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/01/2024

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.

Kamminga & Roodvoets, Inc.

Equipment List



5219 Cone Rd, Tampa, FL 33610 | 813-623-3031

-An Equal Opportunity Employer-

kammingaroodvoets.com facebook.com/kandrincconstruction instagram.com/kandrincconstruction/

Kamminga & Roodvoets, Inc.
5219 CONE RD.
TAMPA FL. 33610
(813)623-3031

EQUIPMENT LIST
2/3/2026 6:46
Location as of 12/31/10

EQ. #		DESCRIPTION	SERIAL #	LOCATION
OFF ROAD DUMP				
BROOM TRACTORS				
B-12	M-132 200	Broce 8' Broom BB250B	304003	HIL.
B-14	2015	Laymor SM300 8' broom	36417	
B-15	2015	Laymor SM300 8' broom	36698	
B-18	2019	Laymor SM300 8' broom	38303	
B-19	2019	Laymor SM300 8' broom	38305	
B-22		Laymor SM300 8' broom	40822	
B-23		Laymor SM300 8' broom	41259	
B-24		Laymor SM300 8' broom	42531	
cranes				to gr 12/ 2024
C-67	2013	Komatsu PC 360LC-10	A32800	Hil.
C-93	,2019	KOMATSU 210LC-11 W/ Coupler	C80984	HIL.
C-94	,2019	KOMATSU PC-138 USLC-11 / Coupler, (rubber track)	KMTPC261TKA **55199**	HIL.
C-101	,20	KOMATSU PC-138 USLC-11 / Coupler, (rubber track)	KMTPC261CLA **57493**	HIL.
C-103	,2021?	KOMATSU PC-138 USLC-11 / Coupler, (rubber track)	59647	HIL.
C-105		JOHN DEERE 345G LC W/ Coupler	,1FF345GXCMF020779	from GR10/2025
C-107	2021	JOHN DEERE 85 G W/ " buckets	,1FF085GX CM J023405	hil from GR 2-24-24
C-109	2022	Cat 317-07 coupler & Aux.	TZE10008	
C-113	2022	KOMATSU 360LC-11 W/ COUPLER	A39045	HIL.
C-114	2022	KOMATSU PC-138 USLC-11 / Coupler,(**STEEL** track)	60834	HIL.
c-116		JOHN DEERE 245G W/ Coupler	,1FF245GXKNF802871	from GR 9/12/2025
C-120	2023	JOHN DEERE 135P-tier W/ coupler, rubber tracks	,1FF135PAKPF **000738**	Hils
C-121	2023	JOHN DEERE 135P-tier W/ coupler, rubber tracks	,1FF135PAKPF **000849**	Hil
C-122	2024	JOHN DEERE 85 P W/ " buckets	, 1FF085PAERJ **001099**	hil from GR? 7/12/24
C-125	2024	JOHN DEERE 470 P-TIER W/ 60" bucket	,1FF470PACRF**000652**	Hil. New 10/2024
C-132	2025	HITACHI ZX135 us-7h w/ 18 & 36" buckets, rubber tracks, coupler	HCMDJG60T00000617	new 8/22/2025
C-133	2025	**HITACHI ZX245 uslc-7h w/ 48" bucket, coupler,hoepack**	HCMDJG60T00000290	HIL. NEW 8/5/2025

Kamminga & Roodvoets, Inc.
5219 CONE RD.
TAMPA FL. 33610
(813)623-3031

EQUIPMENT LIST
2/3/2026 6:46
Location as of 12/31/10

EQ. #		DESCRIPTION	SERIAL #	LOCATION
DOZERS				
D-27	2023	D3GLGP	XKY01331	GR? USED OCALA CAT 10/10/2025
D-55		D3GXL	CFC00490	HIL.
D-56	2002	D3GXL	CFC00199	POLK
D-85	2014	,450J DEERE	,1T0450JXPED268638	
LOADERS				
L-58	2008	CAT 420 E BACKHOE	HLS06453	HIL.
L-59	2008	CAT 420 E BACKHOE	HLS06487	HIL.
L-71	2013	KOMATSU WA-380-7	A64505	SHOP
L-75	2015	KOMATSU WA- 320-7	A36660	
L-84	2017	CAT 950M loader (from GR)	ENE10274	from GR 11/2022
L-88	2019	KOMATSU WA-380-8	A75200	
L-91	,2020?	KOMATSU WA-380-8	A75476	
L-97	2022	JOHN DEERE 644 P-tier	,1DW644PAANLZ15924	fromGR 10/2023
L-101	2023	JOHN DEERE 644 P-tier	,1DW644PAAPLZ18101	
L-104	2024	KOMATSU WA-380-8	A76505	
L-105	2024	KOMATSU WA-380-8	A76506	
L-110	2025	JOHN DEERE 624 P(6/30/25)	,1DW624PAKSLX25472	NEW 6/30/25
L-111	2025	JOHN DEERE 624 P (6/30/25)	,1DW624PAJSLX25148	NEW 6/30/25

Kamminga & Roodvoets, Inc.
5219 CONE RD.
TAMPA FL. 33610
(813)623-3031

EQUIPMENT LIST
2/3/2026 6:46
Location as of 12/31/10

EQ. #		DESCRIPTION	SERIAL #	LOCATION
SKID LOADERS				
SL-36	2021	Kubota SVL75-2 High Flow	KBCZ052CKM1G60160	
SL-37	2021	Kubota SVL75-2 High Flow	KBCZ052CVM1G60454	
SL-41	2021	Kubota SVL75-2 High Flow	'KBCZ052CHN1J70390	
SL-42	2021	Kubota SVL75-2 High Flow	'KBCZ052CHN1J70644	
SL-43	2023	Kubota SVL75-3C (< C for closed cab) High Flow	KBCZ053CHP1D10801	
SL-46	,2023	CAT 259D3 ***NON-HIGH FLOW*** with GB120 blade grader	cw929102 skid / BG700144 blade	
SL-47	2023	Kubota SVL75-3C (< C for closed cab) High Flow	KBCZ053GTP1G14036	
SL-50	2024	Kubota SVL75-3C (< C for closed cab) High Flow	KBCZ053CVP1L19328	
SL-51	2024	Kubota SVL75-3C (< C for closed cab) High Flow	KBCZ053CTP1L19354	
MISC. EQUIPMENT				
M-53		Felco Conveyor	154	HIL.
M-65		GOMACO SL 450 X	,900900-031	HIL.
MISC. EQUIPMENT cont.				
M-144		Stanley Braker MB30EXS	6664	HIL.
M-147		Cat Planer	DDG0034	HIL.
M-151	05	Cat TH360B 7K/ 44' Reach	SLE04686	HIL.
M-153	'05	I R light plant - light source / generator 4000KW	,348798UHO789	HIL
M-154	'05	I R light plant - light source / generator 4000KW	,360695UHP789	HIL
M-165	2005	I R light plant - light source / generator	347646UG789	HIL
M-166	2005	I R light plant - light source / generator	345243UD0789	HIL
M171	10	Kubota L4740 HST 4x4 tractor w/ 6' HD Cutter	70081	HIL
M-176	11	KUBOTA ZD331RP-60R 60" zero turn mower	,10059	
M-209	12	Cat 2PD6000 Fork lift	AT14E30917	

Kamminga & Roodvoets, Inc.
5219 CONE RD.
TAMPA FL. 33610
(813)623-3031

EQUIPMENT LIST
2/3/2026 6:46
Location as of 12/31/10

EQ. #		DESCRIPTION	SERIAL #	LOCATION
MOTOR GRADERS				
MG-16		CAT 12 M	B9R00090	POLK
PUMPS				LOCATION
P-2	1993	THOMPSON JET PUMP	6J-194	HIL.
P-12	1990	SYKES	514	HIL.
PUMPS CONT.				LOCATION
P-32	1995	12" Sykes TRASH PUMP w/ floats	950316	HIL.
P-33	2002	3" HYDRAUL. SUBMERS.	SC-2168	HIL.
P-46	2002	3" HYDRAUL. SUBMERS.	G14051	HIL.
P-51	2003	,4" DOUBLE DIAPHRAGM	KG7450705	HIL.
P-52	2003	,4" DOUBLE DIAPHRAGM	KG7610805	HIL
P-55	2010	:4" Godwin dri prime CD100M. w/ floats	77	HIL.
P-59	2019	,4" Double Diaphagm	KG12661218	
P-60	2019	,4" DOUBLE DIAPHRAGM	KG12671218	
p-64	**,2020**	**,8" Godwin wellpoint, ONLY RL200 rotory lobe**	**,(base #) T50187**	
p-67	**,2020**	**,8" Godwin wellpoint, ONLY RL200 rotory lobe**	**,(base #) T50186**	
P-68	**,2018**	**,4" Atlas Copco trash pump PAS100HFCNP, w/ floats**	**,ITH0019364**	
P-69	**,2018**	**,4" Atlas Copco trash pump PAS100HFCNP, w/ floats**	**,ITH0019365**	
P-76	**,2022**	**,8" Godwin wellpoint, ONLY RL200 rotory lobe**	**base # T52717**	
P-77	**,2022**	**,8" Godwin wellpoint, ONLY RL200 rotory lobe**	**base # T52697**	
P-81	2024	,4" synergy /SYKES trash pump (yellow sykes) w/ floats &tele	,4025-17 (343585)	HIL.
P-82	2024	,4" synergy /SYKES trash pump (yellow sykes) w/ floats & tele	,4025-19>4025-18 12/25/24 (343586)	HIL.
P-83	2024	,6" synergy /SYKES trash pump (yellow sykes) w/ floats &tele	, (315343)	HIL.
P-84	2024	,6" synergy /SYKES trash pump (yellow sykes) w/ floats & tele	, (316470)	HIL.
P-85	2024	**,8" Godwin wellpoint, ONLY RL200 rotory lobe**	**base # T54902**	**u**
P-86	2024	**,8" Godwin wellpoint, ONLY RL200 rotory lobe**	**base # T54904**	

Kamminga & Roodvoets, Inc.
5219 CONE RD.
TAMPA FL. 33610
(813)623-3031

EQUIPMENT LIST
2/3/2026 6:46
Location as of 12/31/10

EQ. #	DESCRIPTION	SERIAL #	LOCATION
ROLLERS			
R-13	(M-6) 1987 SAKAI SV70D ROLLER	30042	HIL.
R-16	(M-139) 20(SAKAI R2H1 DRUM ROLLER	RR4-50557	HIL
R-17	(M-160) ,'06 I R SD 100 DTF ROLLER	192571	HIL
R-18	(M-178) .'05 'Dynapac CS141	21720242	
R-19	,'13 CAT CS44 vibratory soil roller	M4C00495	
R-21	2005 PS150C multi rubber tire roller	FPS00365	HILLS.
R-24	2023 '23 HAMM ROLLER HD 12 VV	WGHOH230VHAA **06551**	HIL
TRUCKS:			
PICKUP TRUCKS			
TP-144	,2018 Chevy 2500 HD 4x4 6.0	,1GC2KUEG5JZ219601 (ernies old)	Foreman / Spare (shop)
TP-145	,2018 Chevy 2500 HD 4x4 6.0	,1GC2KUEG6JZ233037	Dave F.
TP-151	,2019 Ford F250 4x4	,1FT7X2B67KEG33799 (Briens old)	Spare/field/MOT
TP-155	,2020 Ford F250 4x4	,1FT7X2B63LEE73082 (devins old)	spare office runner
TP-156	,2020 Ford F150 4x4	,1FTEX1EP2LKF56929	office runner
TP-159	,2021 Chevy 2500 HD 4x4 6.6	,1GC5YLE71MF302051	junior
TP-167	,2022 GMC 2500 HD 4x4 6.6	,1GT29LE72NF302089	JJ
TP-172	,2023 GMC 2500 HD 4x4 6.6 (charles/frank/Austin old)	,1GT59LE78PF219038	Devin
TP-173	,2024 GMC 2500 HD 4x4 6.6	,1GT59LE74RF141473 (todds old)	Mark S.
TP-180	,2024 GMC 2500 HD 4x4 6.6	,1GT59LE70RF225905	Ernie Mills
TP-181	,2023 GMC 1500 Sierra 4x4 5.3	,3GTUUAED5PG336451	todd w
TP-184	,2024 GMC 2500 HD 4x4 6.6	,1GT59LE73RF236879	Jim Candee
TP-185	,2024 FORD F150 4x4 3.5 ECO	,1FTFW3L88RKE28847	Garrett Barnes
TP-186	,2024 FORD F150 4x4 3.5 ECO	,1FTFW3L89RKE33409	Rusty Wolfe
TP-187	,2024 GMC 2500 HD 4x4 6.6	,1GT59LE79RF425763	John A
TP-194	,2025 Ford F250 4x4 crew 6.8 (6/18/25)	,1FT7W2BA5SEC68790	Brian Sims

Kamminga & Roodvoets, Inc.
5219 CONE RD.
TAMPA FL. 33610
(813)623-3031

EQUIPMENT LIST
2/3/2026 6:46
Location as of 12/31/10

EQ. #		DESCRIPTION	SERIAL #	LOCATION
DUMP TRUCKS				
TD-11		,2007 KW 18 YD MINI WHEEL T800	,1NKDXBEX37J191768	spare
TD-17		,2024 KW 18 YD MINI WHEEL T880	,1NKZX4EX9RJ360051	RANDY LINKE
TD-18		,2025 KW 18 YD MINI WHEEL T880	,1NKZX4EX8SJ158243	Mike
TRUCK TRACTORS				
TT-39		,2025 KW T880	,1XKZP4TX2TJ225655	Roy
MISC. TRUCKS				
T-32		1994 FORD F-700 (old Attenuator Truck)	1FDPK74C7RVA35443	Flat Bed (old Attenuator)
T-76	2006	Kenworth T-800 Roll-Off 62000 GVW	,1NKDL50X76J129342	Shop
T-77	2007	INT. 7300 service truck	1HTWBAAL37J441504	Silfrado
T-84		2005 KW T-800 WATER TRUCK (OLD td-6)	1NKDXUEX05J126871	jason
T-111	2015	IH 4300 Water Truck 2000 gal.	,3HAMMAAL5FL576162	
T-114	2012	IH 4300 Water Truck 2000 gal.	,1HTMYSKN1 CH593245	
T-115	2024	Ford F-750 Service Truck	,1FDWF7DCXRDF05177	Billy
T-120	2024	F-550 4x4 flat bed shop truck	,1FDOX5HT1 REG02845	shop
MISC. TRAILERS				
TR-51		,ETNYRE 55 TON (tt-1)	Q28447	
TR-56		TRANSCRAFT (aluminum flatbed TT-1)	1TTF48200W2001435	
TR-62		,Gator (stripe painting) trailer	,1M9BU08177P747359	
TR-64		,2008 EAGER BEAVER 20 TON (td-12)	HV112832*L8074125	
TR-68		,2009 CHAMPION 20' barracade/cone trailer	,1C9CU20259F602072	
TR-75		,2011 ARISING IND. 7x12 enclosed lawn trailer	,5YBCE1214BH004008	
TR-86		,2019 PJ 22' lrg flatbed delivery / wellpoint trailer	,4P5F82228K1311112	
TR-88		GR. Safety eq trailer		

Kamminga & Roodvoets, Inc.

Resumes



5219 Cone Rd, Tampa, FL 33610 | 813-623-3031

-An Equal Opportunity Employer-

kammingaroodvoets.com facebook.com/kandrincconstruction instagram.com/kandrincconstruction/

Kamminga & Roodvoets, Inc.

James Barnes

813-623-3031

JBARNES@KANDRINCFL.COM

VICE PRESDIENT

Construction professional with extensive experience in heavy civil construction. Experience includes estimating, project management, supervision of management level positions, resource management, financial management, safety and health, and professional development of team members.

KEY SKILLS

Operations Management	Project Management
Estimating	Claims Resolution
Contract Negotiations	Site Safety / OSHA Compliance

EMPLOYER SUMMARY

KAMMINGA & ROODVOETS, INC. – Vice President, 2024-Present
Directly responsible for all aspects of the Florida office.

KAMMINGA & ROODVOETS, INC. – Vice President of Estimating / Florida Safety Officer, 2020-2024
Prepare cost estimates for all bid work submitted by Kamminga & Roodvoets, Inc. Oversee the Health and Safety Training for Florida employees.

KAMMINGA & ROODVOETS, INC. – Project Management / Estimator / Assistant Safety Officer 2009-2020
Directly responsible for all aspects of the project. Including subcontract agreements, material procurement, project scheduling and direct contact with project owners. Prepare cost estimates and submission of bid proposals for assigned projects. Oversee the Health and Safety Training for Florida employees.

KAMMINGA & ROODVOETS, INC. – Human Resources / Assistant Safety Officer, 2008-2009
Interviewed and hired new employees. Oversee health and safety.

KAMMINGA & ROODVOETS, INC. – Dispatch & Material Coordinator, 2004-2008
Gained Basic knowledge of construction industry. Coordinated purchasing and delivery of job site materials.

EDUCATION & CERTIFICATIONS

- State of Florida Underground Utility & Excavation Contractor #CUC1226000
  - OSHA 30-Hour Occupational Safety & Health Training
  - OSHA Trenching & Shoring (Competent Person)
  - OSHA Confined Space Entry Program

Kamminga & Roodvoets, Inc.

RUSSELL WOLFE

813-623-3031

RWOLFE@KANDRINCFL.COM

SUPERINTENDENT

18 years of experience overseeing all phases of state, county and city projects. Experience managing pipe, road and concrete crews and installation of large and small storm drainage systems, box culverts, pump stations, large and small diameter pressure pipe, and gravity sewers.

KEY SKILLS

Planning & Management
Stormwater Installation
Box Culvert Installation
Pressure Pipe Installation
Earthwork and Road Construction
Site Safety / OSHA Compliance
Job Supervision

EMPLOYER SUMMARY

KAMMINGA & ROODVOETS, INC. (Florida Branch) – Foreman, 2007-2017; Superintendent, 2017
Tasked with installing and leading crews for drainage, utility and roadway construction.

C&D Site Masters - Superintendent, 2005-2007
Responsible for running all projects, installation of pipe, curb, walls and road construction.

Ripa & Associates – Pipe Foreman, 2003-2005 Installation of pump stations, deep sewer, box culverts, storm drainage, and pressure pipe.

Larkin Contraction, Operator/Foreman, 1998 – 2003 Utility pipe and storm drainage installation.

EDUCATION & CERTIFICATIONS

- OSHA 10-Hour Course
- OSHA Competent Person & Confined Spaces Training
- Storm Water Management Inspector
- Florida Advance Traffic Control Supervisor

Kamminga & Roodvoets, Inc.

Todd Witte

813-623-3031

twitte@kandrincfl.com

SUPERINTENDENT

---

17 years of experience overseeing all phases of state, county and city projects. Experience managing pipe, road and concrete crews and installation of large and small storm drainage systems, box culverts, pump stations, large and small diameter pressure pipe, and gravity sewers.

KEY SKILLS

Planning & Management
Stormwater Installation
Box Culvert Installation
Pressure Pipe Installation
Earthwork and Road Construction
Site Safety / OSHA Compliance
Job Supervision

EMPLOYER SUMMARY

KAMMINGA & ROODVOETS, INC. (Florida Branch) –Foreman, 2018-2024; Superintendent, 2024
Tasked with installing and leading crews for drainage, utility and roadway construction.

KAMMINGA & ROODVOETS, INC. (Florida Branch) – Operator/Concrete Finisher 2008-2018
Gained Basic knowledge of pipe and storm work, while operating heavy machinery and successfully pouring and finishing all types of concrete structures, driveways, and slabs.

R. Bliss Construction / Self Employed – Concrete Finisher, 2003-2008
Responsible for the successful pouring / finishing of concrete slabs/foundations.

EDUCATION & CERTIFICATIONS

- OSHA Competent Person & Confined Spaces Training
- Storm Water Management Inspector
- Florida Advance Traffic Control Supervisor

Kamminga & Roodvoets, Inc.

Jason W. Schmidt

813-623-3031

Jschmidt@kandrincfl.com

Project Management

Construction professional with extensive experience in heavy civil construction. Experience includes laboring, operating equipment, supervision of field level positions, project management and estimating additional contract work

KEY SKILLS

Project Management
Contract Negotiations
Estimating
Extensive knowledge in Road building and Pipe installation
Extensive use in Primavera P6, Rapid Plan and Plan Grid

EMPLOYER SUMMARY

KAMMINGA & ROODVOETS, INC. – Project management, 2018-Present
Directly responsible for all aspects of the project. Including subcontract agreements, material procurement, project scheduling and direct contact with project owners.

KAMMINGA & ROODVOETS, INC. – Field Supervisor-Foreman, 1999-2018
Oversee job specific operations, managed crews and constructed projects per plans and specifications.

KAMMINGA & ROODVOETS, INC. – Operator /Laborer, 1996-1999
Gained Basic knowledge of industry and operated heavy equipment.

EDUCATION & CERTIFICATIONS

- OSHA certified-Competent and Confined Space
- Advanced Traffic Control Supervisor
- SWPPP and NPDES Certified Inspector

Kamminga & Roodvoets, Inc.

Clay Barnes

813-623-3031

cbarnes@kandrincfl.com

Estimator / Project Management

Construction professional with extensive experience in heavy civil construction. Experience includes laboring, operating equipment, supervision of field level positions, project management, estimating, and estimating additional contract work.

KEY SKILLS

Project Management
Contract Negotiations
Estimating
IT Technical Skills

EMPLOYER SUMMARY

KAMMINGA & ROODVOETS, INC. – Project Management / Estimator / IT Department, 2025 - Present
Directly responsible for all aspects of the project. Including subcontract agreements, material procurement, project scheduling and direct contact with project owners. Prepare cost estimates and submission of bid proposals for assigned projects.

KAMMINGA & ROODVOETS, INC. – Project management / IT Department, 2021-2025
Directly responsible for all aspects of the project. Including subcontract agreements, material procurement, project scheduling and direct contact with project owners.

KAMMINGA & ROODVOETS, INC. – Laborer/Operator, 2016-2021
Gained Basic knowledge of industry and operated heavy equipment.

EDUCATION & CERTIFICATIONS

- 2021 B.S. in Business Management from the University of South Florida
- State of Florida Underground Utility & Excavation Contractor #CUC1226258
- State of Florida Fireline Class V License Holder FPC25-000098
- OSHA 30-Hour Occupational Safety & Health Training
- OSHA Trenching & Shoring (Competent Person)
- OSHA Confined Space Entry Program
- SWPPP and NPDES Certified Inspector
- Advanced Traffic Control Supervisor

Kamminga & Roodvoets, Inc.

Garrett Barnes

813-623-3031

Gbarnes@kandrincfl.com

Safety/Dispatch

Construction professional with extensive experience in heavy civil construction. Including laboring, operating equipment, supervision of field level positions, and managing companies safety program.

KEY SKILLS

Site Safety/OSHA Compliance
Claims Resolution
Logistics

EMPLOYER SUMMARY

KAMMINGA & ROODVOETS, INC. – Dispatch/Safety Officer, 2021-Present

- Responsible for all deliveries and material for projects
- Handles all Damage Claims
- Manages all Crew Training
- Manages all Company Locates
- Addresses Safety Concerns/Preforms Inspections in the Field

KAMMINGA & ROODVOETS, INC. – Laborer/Operator/Driver, 2016-2021
Gained Basic knowledge of industry and operated heavy equipment and worked in and around the shop while delivering tools and material to projects.

EDUCATION & CERTIFICATIONS

- 2021 B.S. in General Studies with a Concentration on Leadership Skills
- OSHA 30-Hour Occupational Safety & Health Training
- OSHA Trenching & Shoring (Competent Person)
- OSHA Confined Space Entry Program
- SWPPP and NPDES Certified Inspector
- CPR/First Aid
- Florida Advanced MOT Certification
- Certified Rigging Training
- Class A CDL with Tanker Endorsement

Kamminga & Roodvoets, Inc.

Prequalification Letters



5219 Cone Rd, Tampa, FL 33610 | 813-623-3031

-An Equal Opportunity Employer-

kammingaroodvoets.com facebook.com/kandrincconstruction instagram.com/kandrincconstruction/

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 22,2025

KAMMINGA & ROODVOETS, INC.
3435 BROADMOOR SE
GRAND RAPIDS, MICHIGAN 49512

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, SIDEWALK, WATER MAINS, SEWER, JACKING AND LIFT STATIONS

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Kamminga & Roodvoets, Inc.

Completed/Current Project List



5219 Cone Rd, Tampa, FL 33610 | 813-623-3031

-An Equal Opportunity Employer-

kammingaroodvoets.com facebook.com/kandrincconstruction instagram.com/kandrincconstruction/

KAMMINGA & ROODVOETS, INC.

CONSTRUCTION PROJECTS COMPLETED & CURRENTLY UNDER CONTRACT

2015-Present

PROJECT NAME, OWNER, & ENGINEER	START/COMPLETE	CONTRACT AMOUNT	CONTACT	WORK PREFORMED
51502 - 78th St & Harney Rd Intersection Improvements Hillsborough County BES, Inc.	6/2015-8/2016	$1,971,675.61	Dana Mackey 813-307-1783 mackeyd@hillsboroughcounty.org	Roadway, Drainage, Storm Sewer, Sidewalk, Signalization, Signing, Pavement Marking, Water Utility and Force Main Utility Facilities
51503 - Pasadena Yacht & Country Club Culvert Replacement City Of Gulfport Advanced Engineering & Design, Inc.	7/2015-10/2015	$512,180.00	Clay Lott 727-893-1065 clott@mygulfport.us	Box Culvert, Landscaping, Headwall Construction
51504 - South Howard Street Redevelopment City of Plant City Boggs Engineering, Inc.	11/2015-8/2016	$358,210.00	Lucy Gasseway 813-757-9288 lgasseway@plantcitygov.com	Water and Roadway, Concrete
51505 - Bloomingdale & Culbreath Rd Intersection Improvements Hillsborough County Bayside Engineering	12/1/2015-8/2016	$1,367,400.00	Thomas Capell 813-307-1791 capellt@hillsboroughcounty.org	Intersection Improvements, Concrete, Roadway, Drainage
51506 - McMullen Rd Sanitary Sewer Replacement City of Largo Vickstrom Engineering Services, Inc.	10/2015-12/2015	$501,695.00	Lee Harris 727-587-6713 lharris@largo.com	Sanitary Sewer and Roadway, Concrete
51507 - City of Tampa Emergency Repairs City of Tampa	8/2015-9/2016	$2,943,133.33	Jack Ferras 813-274-8934 jack.ferras@tampagov.net	Sanitary Sewer and Roadway, Concrete, Pump Station
51508 - Hillsborough Ave & Webb Rd Intersection Improvements Hillsborough County Cardno TBE	1/2016-1/2017	$2,745,449.45	Dana Mackey 813-307-1783 mackeyd@hillsboroughcounty.org	Roadway and intersection improvements, storm, concrete, signalization, drainage improvements
51509 - ALT US 19 Transportation Structures, Inc. Stantec Consulting Services, Inc.	9/2015-9/2015	$101,340.00	Mike Stanley 813-899-4411 mike.stanley@transportationstructures.com	Storm
51512 - Midtown Stormwater Master Plan Westside Canal Improvements City of Plant City Applied Sciences Consulting, Inc.	9/1/2015-8/2016	$478,588.50	Tatyana Austin 813-659-4200 taustin@plantcitygov.com	Storm, Roadway Concrete
51513 - SR 45 (US 41) Transportation Structions, Inc.	9/2015-9/2015	$42,727.18	Mike Stanley 813-899-4411 mike.stanley@transportationstructures.com	Storm
51601 - Belcher Rd at Belleair Rd Insection Improvement Pinellas County Cumbey & Fair, Inc.	6/1/2016-7/2017	$1,268,825.00	Wesley Merritt 727-464-8821 wmerritt@pinellascounty.org	Storm, Roadway, Concrete
51602 - CR 37 Emergency Repair City of Lakeland	4/2016-4/2016	$101,240.00	Kim Goldner 863-834-6582	FM, Roadway, Concrete
51603 - Implementation of BMP's Within The Sunset Beach Watershed PH IV & V City of Treasure Island Advanced Engineering & Design, Inc.	6/1/2016-12/2016	$1,068,895.00	Justin Keller, P.E. 727-526-9158 keller@aed-fl.com	Storm, Water, Sewer, Roadway
51604 - Intersection Improvements (CR54 at US301/SR39) Pasco County Johnson Engineering	6/2016-7/2017	$2,567,079.32	Bob Shepherd 727-834-3604 rshepherd@pascocountyfl.org	Roadway reconstruction, drainage improvements, sidewalk, signing, pavement markings, storm, sewer

51605 - Roadway Construction - Haines Rd from 51st Ave North to 60th Ave North Pinellas County Advanced Engineering & Design, Inc.	11/1/2016-11/2018	$4,722,721.15	Wesley Merritt 727-464-8821 wmerritt@pinellascounty.org	Reconstruction of roadway, sidewalk, base and sub-base, grading, storm sewer, sanitary sewer, mast arms, signalization & pavement
51606 - 20th Ave Stormwater Improvements City of Largo CivilSurv Design Group, Inc.	10/2016-12/2016	$226,992.00	Dean Scharman 727-585-6889 dscharman@tirb.com	Storm, Road
51607 - Mango St Stormwater Improvement Project PH IV & V City of Clearwater Interflow Engineering, LLC	11/2016-9/2017	$1,630,761.10	Roger Johnson 727-562-4562 roger.johnson@myclearwater.com	Storm, Sanitary WL Road Reconstruction
51701 - Holiday Lakes Force Main Replacement Pasco County Florida Design Consultants, Inc.	5/2017-12/2017	$1,166,466.80	John Voda 813-235-6195 jvoda@pascocountyfl.net	Force Main Replacement
51702 - Tarpon Woods Bridge over Brooker Creek Cone & Graham Pinellas County Engineering	5/2017-12/2017	$143,224.00	Rusty Birchell 813-623-2856 rbirchell@conegraham.com	Water
51703 - Cemex Pond Cemex Stitzel Engineering & Construction, Inc.	4/2017-4/2017	$122,188.00	Greg Jefferies 813-335-7855 gregorvc.jeffries@cemex.com	Slope Paving
51704 - US 19 (State Road 55) From N. of 50th Ave. South to S. of 46th Ave. South FDOT Cardno	7/2017-12/2017	$1,222,291.30	Sarah Gansz 727-575-8300 sarah.gansz@dot.state.fl.us	Drainage improvements, box culvert and sheet pile installation within drainage canal
51705 - Channel 1AW Repair & Bridge Construction at Skyview Pool PPWMD McKim & Creed	7/2017-5/2018	$1,872,157.00	Mitch Chiavaroli 727-442-7196 mchiavaroli@mckimcreed.com	Slope Paving
51706 - 14th Ave North from 4th St to Crescent Lake Storm Drainage Improvements City of St. Petersburg City of St. Petersburg Engineering	7/2017-3/2018	$1,245,548.33	Thomas Rice 727-551-3202 thomas.rice@stpete.org	Storm, Water, Roadway, Concrete
51707 - County Road No. 582 (Knights Griffin Rd) Over Itchepackasassa Creek Bridge No. 504606 FDOT Icon Consultant Group, Inc.	10/2017-8/2018	$1,202,197.39	Kouser Menzer 813-612-3300 kouser.menzer@dot.state.fl.us	Box Culvert, Storm, Roadway, Concrete
51708 - Clearwater-Largo Rd District Improvements City of Largo Pennoni Associates, Inc.	1/2018-4/2019	$3,627,963.50	Robert Kollar 727-587-6713 rkollar@largo.com	Roadway, Concrete, Storm
51709 - 101st St Drainage Channel Stabilization City of Largo Advanced Engineering & Design, Inc.	1/2018- 4/2018	$255,671.50	Chuck Mura 727-587-6713 cmura@largo.com	Concrete, Grading, Ditch Erosion
51710 - Drainage Improvement Plans for 2nd St & Harbor Dr City of Belleair Beach Deuel Associates	10/2017-2/2018	$171,448.00	Lynn Rives 727-595-4646 x 123 lynn.rives@cityofbelleairbeach.com	Storm, Water, Sewer, Roadway, Concrete
51711 - Intersection Improvements (Hudson Ave & Hicks Rd) Pasco County Coastal Design Consultants	3/2018-10/2018	$1,401,357.80	Larry Harris, P.E. 727-834-3604 lharris@pascocountyfl.net	Storm, Water, Forcemain, Roadway Improvements
51712 - Citrus Woods Utility Relocation City of Lakeland Amec Foster Wheeler Environment & Infrastructure, Inc.	12/2017-2/2018	$429,917.81	David Butcher 863-667-2345 david.butcher@woodplc.com	Sanitary, Utility Relocation, Ditch Rehabilitation

51713 - Oak St Drainage Improvements City of St. Petersburg Land & Water Engineering Science	3/2018-11/2018	$1,276,186.00	Bruce Stenfors 727-551-3144 bruce.stenfors@stpete.org	Storm, Water, Road
51801 - Implementation of BMPs Within the Sunset Beach Watershed (Phase VI)(N674) City of Treasure Island Advanced Engineering & Design, Inc.	4/2018-11/9/2018	$1,342,837.81	Justin Keller, P.E. 727-526-6158 keller@aed-fl.com	Storm, Sanitary, Trench Drain, Concrete, Pervious Concrete, Road Restoration
51802 - Sandpiper MH Emergency Repair City of Lakeland	2/2018-2/2018	$80,185.00	Drew Adcock 863-834-6322 drew.adcock@lakelandgov.net	Emergency Sanitary Sewer Repairs
51803 - Robles Park Pump Station Replacment City of Tampa City of Tampa Engineering	7/2018-3/15/19	$1,656,794.00	Albert Calloway 813-630-3902 albert.calloway@tampagov.net	Stormwater Force Main, Remove & Replace Pump Station, Road Restoration
51804 - Cemex Lakeland Cemex Stitzel Engineering & Construction, Inc.	5/2018-5/2018	$193,050.00	Greg Jeffries 813-268-1091 gregoryc.jeffries@cemex.com	Grading, Drainage, Stormwater Ponds, Weir Structure
51805 - 6th Avenue South & 44th Street South Drainage Improvements City of St. Petersburg Land & Water Engineering Science	8/2018-6/2019	$2,441,731.83	Mike Ryle 727-893-7400 mike.ryle@stpete.org	Storm, Sanitary, Box Culvert, Roadway, Concrete
51806 - Roadway, Sidewalk & Drainage Improvments – Waste to Energy Facility & 110th Ave N Pinellas County Pinellas County Engineering	8/2018-4/2019	$1,053,743.11	Paul Giuliani 727-453-3491 pgiuliani@pinellascounty.org	Roadway, Sidewalk & Drainage Improvements
51807 - Lakeland Emergency Repairs* City of Lakeland	8/2018-	$3,164,555.882 (To Date)	Drew Adcock 863-834-6322 drew.adcock@lakelandgov.net	Miscellaneous emergency sewer repairs
51808 - Highland Avenue Drainage Improvement Project (Jeffords Street to Pine Street) Pinellas County Pinellas County Engineering	8/2018-5/2019	$1,497,800.46	Paul Giuliani 727-453-3491 pgiuliani@pinellascounty.org	Remove & replace exfiltration system, drainage work, milling & resurfacing of the roadway
51809 - Valve & Valve Vault Replacement - Central Avenue & 79th Street South City of St. Pete Beach Kimley-Horn & Associates, Inc.	9/2018-9/2019	$446,542.27	Brett Warner 727-363-9254 bwarner@stpetebeach.org	Replace and install 24in forcemain, install valves and vault, restoration
51811 - Culvert Replacement at Palm Creek Hernando County Cardno	1/2019-5/2019	$490,874.76	Clay Black 352-754-4060 cblack@hernandocounty.us	Box culvert replacement, Reconstruct 200ft of roadway,minimal water,sewer and RCP installation
51812 - Lakeland Regional Hospital Sanitary Sewer Lining Replacement Kenny, A Granite Company	10/2018-10/2018	$66,100.00	Stacy Southern 224-246-1859	Sanitary Manhole Installation
51813 - Temple Terrace Hwy Drainage Improvements Hillsborough County DRMP, Inc.	4/2019-3/2020	$1,672,681.45	Jason Boulmois 813-307-1811 boulmoisj@hillsboroughcounty.org	Drainage Pumping System
51814 - Sidewalk & ADA Improvements - Indian Rocks Rd Phase 2A Pinellas County AECOM Technical Services, Inc.	3/2019-11/2019	$567,279.00	Paul Giuliani 727-453-3491 pgiuliani@pinellascounty.org	Drainage, Sidewalk, Roadway & Other Restoration
51815 - 13th Avenue North to 9th Avenue North Water Main Replacement Project City of Safety Harbor King Engineering Associates, Inc.	1/2019-9/2019	$984,322.51	John Powell 727-724-1555 jpowell@cityofsafetyharbor.com	Water Main Installation and Restoration

51901 - Sunset Point Rd at Betty Lane Intersection Improvements Pinellas County (Core & Graham) AECOM	3/2019-8/2020	$284,428.00	Louis Johnson 727-735-1781 ljohnson@corecgraham.com	Water Main Repairs
51902 - N. Bayshore Sanitary Sewer & Forcemain Replacement City of Safety Harbor King Engineering, Inc.	2/2019-11/2019	$1,193,411.00	John Powell 727-724-1555 x 1805 jpowell@cityofsafetyharbor.com	Sanitary Sewer, Force Main, Jack & Bore, Asphalt, Concrete, Site Restoration
51903 - McKay Creek Water Quality Improvements Project Near Hickey Drive Pinellas County Environmental Consulting & Technology, Inc.	5/2019-5/26/20	$898,074.50	Paul Giuliani pgiuliani@pinellascounty.org 727-453-3491	Construction of Two Water Quality Ponds, Excavation, Grading, Drainage & Structures
51904 - Superbear Dr. And Scott St Sewer Repairs City of Safety Harbor City of Safety Harbor Engineering	3/2019-7/2019	$498,882.89	John Powell 727-724-1555 x 1805 jpowell@cityofsafetyharbor.com	Gravity Sewer, Storm, Structures, Restoration
51905 - Palmetto Rd Street & Drainage Improvements Project Town of Belleair RS &H	7/2019-8/2021	$860,349.15	Keith Bodeker 727-408-4860 kbodeker@townofbelleair.net	Stormwater, roadway, watermain
51906 - Pinellas Roadway Town of Belleair McKim & Creed	7/2019-7/2020	$3,470,868.56	Keith Bodeker 727-408-4860 kbodeker@townofbelleair.net	Stormwater, roadway, new outfall with baffle box, watermain
51907 - Downtown Stormwater Capital Improvement Project #1603ST City of Dade City Wood Environment & Infrastructure Solutions, Inc.	8/2019-7/2020	$2,315,404.00	Joe DeBono 352-523-5050 jdebono@dadecityfl.com	Storm sewer collection system, potable water distribution, pond excavation, roadway reconstruction
51908 - Thonotosassa Rd Culvert Replacement CIP #46136.123 Hillsborough County Icon Consultant Group, Inc.	1/2020-5/14/20	$853,612.36	Dana Mackey 813-307-1783 mackeyd@hillsboroughcounty.org	Box culvert, roadside drainage, roadway
51909 - 102nd Ave N at Antilles Dr Intersection Improvements Pinellas County RS & H	8/2019-10/2020	$1,636,426.80	Joe Wolf 727-464-8980 jwolf@co.pinellas.fl.us	Intersection safety improvements, roadway widening, milling & resurfacing, drainage, sidewalk
51910 - Crystal Springs Water Main Extension IFB-KW-19-093 Pasco County Coastal Design Consultants	8/2019-10/9/20	$1,899,560.00	Matt Wetherington, PE 813-235-6189 x 6937 mwetherington@pascocountyfl.net	Watermain repairs
51911 - MLK St City of Safety Harbor	6/2019-7/2019	$77,184.00	Michelle Giuliani 727-631-1366 mgiuliani@cityofsafetyharbor.com	Sanitary sewer repairs
51912 - Pinellas Trail & 54th Ave N Drainage Improvements Pinellas County Icon Consultant Group, Inc.	2/2020-2/2021	$2,985,248.93	Mark Demyan 727-282-4519 mdemyan@co.pinellas.fl.us	Drainage Improvements, installing box culvert
51913 - 39th Ave Granite Construction	11/2019-12/2019	$127,090.00	Richard Cooper 727-530-7577 Rick.cooper@gcinc.com	Sewer replacement and repairs
51914 - Baffle Box for 26th Ave North Outfall to Jungle Lake City of St. Petersburg City of St. Petersburg Engineering	11/2019-1/12/20	$347,094.63	Bruce Stenfors 727-420-8933 Bruce.stenfors@stpete.org	Drainage improvements, baffle box
51915 - Channel 1B5 Concrete Panel Replacement East of 58th Street Pinellas Park Water Management District Applied Sciences Consulting, Inc.	11/2019-2/2020	$1,100,190.00	Randy Roberts 727-529-6022 randyr@appsmd.com	Slope Paving

52001- 62nd Ave Sidewalk (LAP Project) and 62nd Ave N Intersection Improvement Project Pinellas County Cardno	5/2020-3/2021	$1,810,862.00	Wesley Merritt 727-464-8821 wmerritt@pinellascounty.org	Sidewalk and intersection improvements
52002 - Bell Lake Rd Safety Improvements Pasco County Johnson Engineering	1/2021-2/21/22	$6,281,712.40	Matt Kodsi 727-247-3880 mkodsi@pascocountyfl.net	Pavement widening, curb/gutter/sidewalk, drainage
52003 - Tennis Court Stormwater BMPs Shipwatch Yacht & Tennis Association Advanced Engineering & Design, Inc.	4/2020-7/2020	$434,120.00	Justin Keller 727-526-9158 keller@aed-fl.com	Drainage improvements, dry pond
52005 - Hercules Ave PH II Sidewalk from Sherwood St to Sunset Point Rd Pinellas County Currey & Fair, Inc.	6/2020-6/2021	$2,742,317.04	Wesley Merritt 727-464-8821 wmerritt@pinellascounty.org	Sidewalk, pedestrian bridge, box culvert, drainage and intersection improvements
52006 - Mid-County Master Lift Station Utilities, Inc. of Florida Kimley-Horn	10/2020-6/2021	$1,591,115.00	Shelby Hughes 727-498-2585 shelby.hughes@kimley-horn.com	Construct new master lift station, force main, and gravity main
52007 - 131st St N at 82nd Ave N & 86th Ave N Intersection Improvements (PID 001023A) Pinellas County Pinellas County	9/2020-6/2022	$5,651,295.28	Dale Laird 727-464-8883 dlaird@pinellascounty.org	Roadway reconstruction, intersection improvements,2" - 24" Utility Installation and Removal.
52008 - Sanitary Sewer Rehab Phase 1B City of Mulberry Pennoni, Inc.	8/2020-11/2020	$1,307,216.00	Roger Homann, PE 863-888-0278 rhomann@pennoni.com	Sanitary sewer improvements, gravity sewer pipe replacement and point repairs
52010 - County Line Rd Water Main Extension City of Lakeland Chastain Skillman	8/2020-12/2020	$1,452,256.80	Jim Lilly, EI 863-834-6176 jim.lilly@lakelandgov.net	Water main installation by open cut, HHD, jack and bore. Grading and sod, roadway restoration
52011 - US 92 City of Lakeland JMT, Inc.	2/2021-8/2021	$1,399,642.42	Ubaldo Rodriguez 954-419-6323 urodriguez@jeengineeringinc.com	Intersection, roadway and drainage improvements
52012 - Mango St Stormwater and Roadway Improvements City of Tarpon Springs American Consulting Engineers of Florida, LLC	6/2021-3/2022	$839,868.04	Nick Mekris 727-942-5638 nmekris@cbfl.us	Intersection, roadway and drainage improvements
52013 - Dolphin Dr Roadway Improvements City of Belleair Bluffs Advanced Engineering & Design, Inc.	2/2021-8/2021	$660,763.49	William Reidy, PE 727-526-9158 reidy@aed-fl.com	Sanitary sewer, water main, drainage improvements
52014 - N. Sunlake Blvd Phase 1 Segment 1 Roadway Construction Lan-Angeline, Inc. (Cone & Graham) NV5, Inc.	4/2021-2/2022	$1,264,560.00	Eric Boor 561-827-1247 eboor@conegraham.com	Water main installation by open cut, HHD, jack and bore 20" and 16".
52101 - Main Ave & 15th St Drainage Improvements City of Dade City Wood Environment & Infrastructure Solutions, Inc.	6/2021-7/2021	$94,753.00	Bryan Holmes 352-521-1280 bholmes@dadecityfl.com	Storm sewer collection system, curb, storm pipe, pavement, ditch pavement, grading, roadway reconstruction.
52102 - Ponce De Leon (Pinellas Roadway Improvements Project PH 3 & 4) Town of Belleair Deuel &Associates	7/2021-6/2022	$2,793,411.05	Keith Bodeker 727-408-4860 kbodeker@townofbelleair.net	Stormwater, roadway restoration, watermain, underdrain, sanitary sewer.

52103 - Fast Response - Drainage Improvements FDOT Burgess & Niple, Inc.	9/2021-9/2021	$244,750.00	Jamie Khawaja 727-575-8332 jamie.khawaja@dot.state.fl.us	Drainage improvements, replace check valve and baffle box
52104 - County Road 54 Improvements Phase II Pasco County Johnson Engineering, Inc.	5/2022-2/2024	$6,610,632.93	Patricia Arndt 727-834-3604 parndt@pascocountyfl.net	Roadway and safety improvements, signalization, multiuse path, pavement widening, sidewalk.
52105 - Rice Rd Water Main Extension City of Plant City Hydro Solutions Consulting, LLC/Dewberry	9/2021-12/2021	$147,965.00	Colson Marsh 863-345-1474 cmarsh@dewberry.com	Water main installation by open-cut and jack & bore.
52106 - Lift Station 01 Demo City of Largo Ardura Group, Inc.	10/2021-11/2021	$287,900.00	Brian Highnote 727-520-8181 bhighnote@largo.com	Lift station demo.
52107 - 9th Ave North Force Main Project City of Safety Harbor Pennoni Associates, Inc.	12/2021-8/2022	$920,000.00	Michelle Giuliani 727-631-1366 mgiuliani@cityofsafetyharbor.com	Gravity sewer, sanitary sewer, bypass pumping, removal of existing force main, site restoration.
52108 - Skyview Dr Force Main City of Lakeland Chastain Skillman	12/2021-9/2022	$1,009,850.00	Lee Potter 863-834-6469 lee.potter@lakelandgov.net	Installation of sanitary force main by both open cut and HDD.
52109 - English Oaks Force Main - Phase III Section 3 - Caribbean Drive City of Lakeland Chastain Skillman	1/2022-8/2022	$995,839.00	Matthew Fowler, P.E. 863-834-6389 matthew.fowler@lakelandgov.net	Installation of 20" sanitary sewer force main by open cut and jack & bore.
52110 - Emergency Sanitary Sewer Repair for Harbor Hill Dr City of Safety Harbor City of Safety Harbor	12/2021-3/2022	$1,373,796.00	Jamie Ahrens 727-724-1550 jahrens@cityofsafetyharbor.com	Emergency rehabilitation and replacement of gravity sanitary sewer main.
52111 - English Oaks Force Main - Phase III Section 4 - Airport Road for the Water Utilities Dept. City of Lakeland Chastain Skillman	3/2021-11/2022	$1,087,880.00	Matthew Fowler, P.E. 863-834-6389 matthew.fowler@lakelandgov.net	Installation of sanitary sewer force main by open cut, HDD, and jack & bore.
52112 - Ch1C from 96th Ave to Confluence with Channel 1 – Contract 2 Pinellas Park Water Management District McKim & Creed	1/2022-11/2022	$3,533,555.00	Randy Roberts 727-528-8022 randy@ppwmd.com	Channel upgrades, tree removal, tree replacement, fencing, sod restoration.
52201 - 22-B-742 Bolesta Manhole Replacement City of Largo City of Largo Engineering	3/2022-4/2022	$671,185.00	Brent Larson 727-587-6713 blarson@largo.com	Remove and replace manhole.
52202 - Contract No. T7388 SR 54, From E of CR 577 (Curley Rd) to E of CR579 (Morris Bridge Rd) FDOT (Cone & Graham) American Consulting Engineers of Florida, LLC.	2/2022-1/2024	$1,724,284.60	Eric Boor 561-827-1247 eboor@conegraham.com	Water and sewer removal and installation.
52203 - Jennifer Ln Improvements City of Zephyrhills Cornelison Engineering & Design, Inc.	4/2022-5/2022	$183,737.20	Shane LeBlanc 813-780-0022 sleblanc@zhills.city()	Roadway improvements, curb, driveways, paving and sod installation.
52204 - N. Highland Ave Road & Drainage Improvement Phase I Pinellas County Pinellas County	6/2022-5/2023	$2,898,260.50	Paul Giuliani pgiuliani@pinellascounty.org 727-453-3491	Road reconstruction and drainage improvements, sanitary sewer and water main installation.

52205 - 22456.1 (Construction, 70th Street over Delaney Creek) Hillsborough County RS&H, Inc.	8/2022-3/2023	$1,759,994.10	Jason Boulnois 813-307-1811 boulnoisj@hillsboroughcounty.org	Replace existing bridge with box culvert, roadway improvements, curbing and sidewalks.
52206 - Tarpon Avenue to South Huey to U.S. HWY 19 Roadway Improvement City of Tarpon Springs American Consulting Engineers of Florida, LLC	8/2022-8/2023	$1,370,864.31	Nick Makris, PMP 727-942-5638 nmakris@ctsfl.us	Roadway and intersection improvements.
52207 - 12th/13th Street & Bay Dr - BMP 7&8 City of Belleair Beach Deuel & Associates	8/2022-3/2023	$717,349.60	Kyle Reifler, CFM, CPRP 727-229-8433 Kyle.Reifler@CityofBelleairbeach.com	Mill and resurface roadway, curb replacement, stormwater collection and drainage improvements.
52208 - E7P30 Cypress Street – Widening and Resurfacing FDOT HDR Engineering, Inc.	8/2022-8/2023	$2,231,498.85	Tracie Rose, PE 813-541-7944 trose@hdrk.com	Intersection widening and realignment, enhance traffic operations and safety.
52209 - IFB-RH-22-066 Colonial Manor Drainage Improvement Project Pasco County Deloach Engineering/Florida Design Consultants, Inc.	1/2023-10/2023	$3,412,841.75	Efrain Figueroa 727-834-3611 efigueroa@pascocountyfl.net	Repair multi-use path, roadway improvements and storm drainage improvements including 18" to 60" RCP.
52210 - Elland Blvd Reconstruction at SR54 in Wesley Chapel Western Surety Company/Pasco County (Cone & Graham)	5/2022-12/2023	$506,047.00	Eric Boor 561-827-1247 eboor@conegraham.com	Locate, remove and install new water/sewer utilities.
52211 - WWTF 24" Effluent Pipe Replacement City of New Port Richey Stroud Engineering Consultants, Inc.	7/2022-8/2022	$364,800.00	Sean Howard 727-841-4464 HowardS@CityofnewportRichey.org	Install new 24" effluent pipe and fittings, misc. site work and restoration.
52212 - Darlington Rd Sidewalk from US 19 TO Sunray Dr Pasco County Pasco County	10/2022-1/2023	$471,202.90	William J. Kelleher 727-834-3604 wkelleher@pascocountyfl.net	Sidewalk improvements.
52213 - West Central Avenue Watermain Replacement & Streetscape Project City of St. Petersburg City of St. Petersburg	2/2023-12/2024	$10,845,202.57	Thomas Rice 727-551-3202 thomas.rice@stpete.org	New water mains/services/connections, including new traffic signalization, paving, landscaping, and various roadway improvements.
52214 - Executive Park Gravity Sewer Replacement City of Tampa Mills and Associates, Inc.	8/2022-6/2023	$2,361,800.50	Davey Henderson 813-630-3910 Davey.Henderson@tampagov.net	Install new sanitary sewer by open cut and HDD, grout fill existing lines, pavement and site restoration.
52215 - Southwest Pump Station Flow Reversal City of Lakeland Chastain Skillman	12/2022-7/2023	$260,641.00	Vaughan Leer 863-388-3179 vleer@chastainskillman.com	Construction of wastewater pump flow reversal, various pump station improvements, force main installation.
52216 - Indian Rocks Road Drainage and Pedestrian Improvements Town of Belleair RS & H, Inc.	1/2023-10/2023	$4,803,587.70	Adam Klinstiver 813-465-4446 aklinstiver@consoreng.com	Storm, water main and roadway improvements.
52301 - 42nd Avenue N Roadway and Sidewalk Improvements Pinellas County DRMP	7/2023-4/2024	$4,736,766.50	Scott Baird 727-464-8935 sbaird@pinellas.gov	Work consists of roadway drainage and sidewalk improvements.
52302 - Mehlenbacher Road Sidewalk Project Pinellas County Kimley-Horn	7/2023-8/2024	$3,575,743.60	John Carpenter, PE 727-453-3350 jcarpent@pinellas.gov	Pedestrian and traffic safety, and drainage improvements.

52303 - Emergency Valve Replacement City of St. Pete Beach Kimley-Horn	8/2023-7/2023	$490,226.00	Shelby Hughes 727-498-2585 shelby.hughes@kimley-horn.com	Remove existing force main and replace, sidewalk and road reconstruction.
52304 - Bid No. 3016 Griffin Road Gravity Sewer Replacement City of Lakeland Chastain Skillman	10/2023-3/2024	$2,822,910.00	Guy Taylor, PE 863-834-6209 Guy.Taylor@lakelandgov.net	Installation of 8", 12" and 24" gravity sewer main and manholes, relocate existing forcemains, pavement restoration.
52305 - Griffin Rd 24" Gravity Sewer Replacement - Phase II City of Lakeland City of Lakeland	3/2023-7/2023	$1,978,600.00	Guy Taylor, PE 863-834-6209 Guy.Taylor@lakelandgov.net	Emergency 24" sewer repair and replacement.
52306 - 46th Avenue North Sidewalk Improvements from 49th Street North to 55th Street North Pinellas County Hardesty & Hanover, LLC	9/2023-6/2024	$4,732,908.50	Scott Baird 727-464-8935 sbaird@pinellas.gov	Sidewalk improvements, road reconstruction, multi-use path, upgraded drainage and sanitary sewer.
52307 - 22nd Avenue South (51st Street South - 34th Street South) Roadway Improvements Pinellas County RS&H, Inc.	11/2023-2/2025	$7,473,267.30	Paul Giuliani 727-464-4806 pgiuliani@pinellascounty.org	Road, sidewalk, drainage improvements.
52308 - Largo Emergency Repairs City of Largo City of Largo	8/2023-2/2024	$1,733,547.99	Norman Shaw 727-587-6713 nshaw@largo.com	Emergency replacements for failing manholes, including road reconstruction.
52309 - CIP 69600311 Gibsonton Drive at Fern Hill Drive Intersection Improvements Hillsborough County George F. Young	11/2023-4/2025	$7,932,347.50	Sandra Gonzalez 813-307-1749 GonzalezSa@hillsboroughcounty.org	Temporary and new signalization, roadway improvements, and pedestrian safety improvements.
52310 - E7R32 US 98 Bypass Design Build" FDOT - Cone & Graham FDOT / Dade City	5/2024-	$2,634,329.00	Eric Boor 561-827-1247 eboor@conegraham.com	Remove and replace over 2,000 LF of 8", 10", 12", and 20" PVC water main and forcemain.
52311 - Kirby Street Force Main & Gomez Pumping Station Force Main Improvements City of Tampa Barnes, Ferland & Associates, Inc.	2/2024-7/2024	$2,236,220.00	Davey Henderson 813-630-3910 Davey.Henderson@tampagov.net	Installation of 1200 LF of 16" PVC, 600 LF of 10" PVC, 950 LF of 8" PVC by open cut and 1200' of hdd and roadway improvements.
52312 - Old Coachman Rd Bridge Replacement" Pinellas County - Cone & Graham City of Clearwater	3/2024-	$389,220.00	Eric Boor 561-827-1247 eboor@conegraham.com	Installation of 520 LF12" RCW by open cut and HDD, including various utility improvements and adjustments.
52313 - Driftwood Drive Drainage Improvement Project Polk County Kisinger Campo & Associates	3/2024-9/2024	$558,436.20	Jose Fernandez 863-534-6716 JoseFernandez@polk-county.net	Drainage and roadway improvements, including excavation, RCP, sidewalk, driveways, concrete ditch paving, and sod.
52314 - Water Piping Improvement - Potable Water Piping Improvement Phase 2, 4, and 5" City of Clearwater CHA Consulting, Inc.	8/2024-	$10,053,286.50	Andrija Selak 727-444-8253 Andrija.Selak@MyClearwater.com	Installation of watermain for 23 locations from 2"-24" by open cut, jack & bore, and HDD, including misc. roadway improvements.
52402 - Burke Street/Gravity Main Replacement Hillsborough County Arduna	5/2024-9/2024	$1,608,368.00	Richard Harrison 813-589-5762 harrisonri@HCFLGov.net	Replacing gravity collection system, including pipe abandonment, installing 1,000' of PVC pipe, 4 48" MH, 4" sanitary laterals.
52403 - East Main Street at Combee Road Intersection Project Polk County RK&K	6/2024-9/2024	$787,497.90	Scott Hurst 863-510-1579 scott.hurst@wsp.com	Intersection improvements including new turn lanes, drainage, sidewalks, and driveways.

52404 - Bayshore Septic to Sewer Project Rebid City of Tarpon Springs Wright-Pierce Engineering	6/2024-8/2024	$1,014,895.00	Nick Makris, PMP 727-942-5638 nmakris@ctsfl.us	Installation of approx. 2,400' of 4" PVC forcemain, 1,400' 2" HDPE service laterals for 47 residents, including milling and paving, restoration.
52405 - Port Richey Northern Outfall Drainage Improvement Project* Pasco County Deloach Engineering Science	8/2024-	$5,941,712.63	Efrain Figueroa 727-834-3611 efigueroa@pascocountyfl.net	Outfall drainage improvements including pond excavation, 18"-36" RCP, box culvert, sidewalk, driveways, curb & gutter, paving, sod.
52406 - Roseland Park Subdivision Drainage and Roadway Improvements City of Plant City Singhofen & Associates, Inc.	9/2024-4/2025	$3,219,986.50	Frank Coughenour 813-659-4200 x 4236 fcoughenour@plantcitygov.com	Roadway and road resurface renovation, approx. 18"-42" 1,800' drainage system, curbs, sidewalk, potable water and wastewater.
52407 - Carleton St Emergency Repair City of Lakeland - Vortex Services NA	4/2024-5/2024	$96,689.00	Stephen Fougere 201-232-7220 sfougere@vortexcompanies.com	Remove and replace failing 8" gravity sewer, sidewalk/curb, sod, asphalt restoration.
52408 - 24-016UM-TG: State Road 39 Utility Lines Extension City of Plant City Inwood Consulting Engineers	7/2024-2/2025	$2,411,155.00	Quiltonya Grant (Tonya) 813-757-9208 tgrant@plantcitygov.com	Installation of 10,000+ LF of 12" PVC watermain, and 10,000+ LF PVC forcemain, 24" jack & bore.
52409 - ARPA Stormwater Starkey Facility M10 Modification (PID 003900A) Pinellas County Geosyntec Consultants	10/2024-4/2025	$6,727,860.00	Joe Boggs 727-464-8880 jboggs@co.pinellas.fl.us	Weir construction with two upstream stormwater ponds to be constructed, slurry wall, storm drainage, ditch pavement
52410 - 24-0696-ITB-C ARPA Whitney Road and Wolford Road Intersection and Roadway* Pinellas County Volkert, Inc.	1/2025-	$13,190,311.90	Brian Mowry 727-453-3491 bmowry@pinellas.gov	Demo and reconstruct box culvert, road realignment, sidewalk, 6" watermain, 16" reclaimed watermain, storm RCP 18"-42"
52411 - ARPA 71st St from 38th Ave N to 54th Ave N (PID 004539A)* Pinellas County AECOM Technical Services, Inc.	1/2025-	$15,375,809.15	Kathy Fernandez 727-464-3895 krfernandez@pinellas.gov	Reconstructing 71st St with 11-foot travel lanes, curb/ gutter, storm drainage, 5', 10'-12'-wide sidewalk, signalization, & two stormwater ponds
52412 - US301/SR43 from S of CR672/Big Bend Rd to N of CR672/Big Bend Rd Contract# E7R44* FDOT (Cone & Graham) Ayres Associates, Inc.	TBD	$8,891,353.00	TBD	Installing a 36" distribution watermain and removing the existing. Several other utility adjustments will be performed to accommodate the new main.
52413 - Bridge Replacement of Venetian Blvd NE Bridge No. 157166 Project No. 20092-210* City of St. Petersburg (Cone & Graham) Kisinger Campo & Associates, Corp.	TBD	$922,132.30	Robby Graham 813-860-7010 rgraham@conwgraham.com	Remove and replace pressure pipe sewer, RCW, and water main by aerial installation and open cut.
52414 - Indian Woods Trail Drainage Improvement Project – ARP BID FILE #24-572 County Project: 5400218 Polk County RK & K	2/2025-8/2025	$1,304,405.30	Conner Updike 863-535-220 connerupdike@polk-county.net	Regrading existing ditch, replace culverts, install new storm sewer system.
52415 - Rosery Rd Project from Welmert Truck Entrance to Eagle Lake Park City of Largo Pennoni & Associates, Inc.	5/2025-8/2025	$2,150,070.00	Norman Shaw 727-6713 x 4417 nshaw@largo.com	Sidewalk replacement, multi-use path construction, new signalization, storm drainage, underdrain.
52416 - 25-00039-E Indian Rocks Rd. Canal Repair - Hurricane Milton Pinellas County	10/2024-11/2024	$201,000.00	Mary Demyan, CPM 727-464-4806 mdemyan@pinellas.gov	Emergency canal stabilization repair.
52417 - Bid #24-631, Fairway Avenue Drainage Improvement Project – ARP Polk County WSP USA Environmental & Infrastructure, Inc.	7/2025-11/2025	$1,805,339.00	Conner Updike 863-535-220 connerupdike@polk-county.net	Drainage improvements including new storm sewer, drainage structures and man holes, ditch bottom inlets, roadway construction.

52416 - Ridge Rd Extension Phase 2B Progressive Design Build RFP-KM-24-025*	1/2024-	$11,848,603.00	Heath Noss	Install over 12,000 LF 20", 24" PVC for new water and sewer lines by open cut.
Pasco County (Cone & Graham)			813-918-4134	
Florida Design Consultants, Inc.			hnoss@conegraham.com	
52419 - PID 006174A North County In-Line RCW Booster Station: Phase 1	6/2025-9/2025	$1,853,000.00	William Peters	Install approx. 1,000 LF of 24" RCW by open cut and HDD, including connecting to existing water piping and site resotration.
Pinellas County			727-464-8435	
Ardurra			wpeters@pinellas.gov	
52501 - Lakeland Emergency Repairs*	2025-	To Date: $104,549.28	Guy Taylor	Miscellaneous emergency sewer repairs.
City of Lakeland			863-834-6209	
			guy.taylor@lakelandgov.net	
52502 - 501 16th St N	1/2025-2/2025	$54,085.53	Isabell Trowell	Emegency storm pipe removal and replacement including site reconstruction.
FDOT (Alex)			813-624-2284	
			itrowell@hsipaving.com	
52503 - Oakwood Dr Over Stephanie Channel Bridge Replacement*	TBD	$453,199.00	TBD	Miscellaneous 4" and 6" forcemain removal and replacement.
Pinellas County (Cone & Graham)				
HDR Engineering, Inc.				
52504 - Indian Rocks Road Phase 2B – Sidewalk & Drainage Improvements (PID 002232A)*	7/2025-	$5,616,644.00	TBD	Roadway and drainage improvements including sidewalk, curb/gutter, signalization, paving, over 3,000 LF RCP installation.
Pinellas County				
AECOM Technical Services, Inc.				
52505 - 13th Street/Sands Point Drive Bridge Replacement*	TBD	$836,971.00	TBD	Open cut and HDD of 10" RCW and 14" potable water lines.
Pinellas County (Cone & Graham)				
DRMP				
52506 - IFB-KM-25-068 - Cypress Creek Rd & County Line Rd Intersection Improvements*	TBD	$846,248.60	Michael Miller, PE, CAPM	Intersection improvements, including new turning lane, sidewalk, gravity wall.
Pasco County			727-834-3604 x1609	
Coastal Design Consultants			mmiller@pascocountyfl.net	
52507 - 25-C01030/JG Old Spring Lake Road Embankment/Culvert Restoration	9/2025-11/2025	$258,642.40	Donald Carey, PE	Restoration and improvement of existing embankment, roadway and cross drain.
Hernando County			352-754-4062 x 17012	
Stantec			dcarey@co.hernando.fl.us	
52508 - PCU 23-019.00: Southeast Master Pump Station Force Main – Bid No. IFB-KM-25-071*	TBD	$2,071,098.25	Pushpita Kumkum, PhD	880 LF 6" PVC WM, 2,700 LF 24" FM piping, fittings and connections with 42-inch steel casing for protection under road crossings.
Pasco County			330-328-0757	
Kimley Horn			pkumkum@pascocountyfl.net	
52509 - ITB-ITB 25.017-0-2025/DS 110th Avenue Lift Station #30 Force Main Replacement*	1/2026-	$3,185,150.00	Ryan Mendiola	Sanitary sewer force main and gravity work. Appro 2,700 LF of existing 16" FM discharging from Lift Stations #30, #66, #84, and #33.
City of Pinellas Park			727-369-5623	
Advanced Engineering & Design			rmendiola@pinellas-park.com	
52510 - City of Largo Emergency Repairs*	9/2025-	$122,560.00	Norman Shaw	Various point repairs, bypassing, restoration.
City of Largo			727-587-6713 x 4417	
			nshaw@largo.com	
52511 - 17th St N Over Booker Creek – Bridge No. 157128 Replacement (Project No. 23125-100)*	TBD	$1,803,055.50	Judy Lenczyk	Removal and replacement of existing bridge culvert.
City of St. Petersburg			727-893-7861	
Stantec			judy.lenczyk@stpete.org	
52512 - Bid #25-24 Patterson Road Gravity Sewer Improvements Phase 1*	TBD	$418,090.20	TBD	Installation of 8", 18" and 24" PVC gravity sewer, new manholes, bypass pumping, roadway remove and replacement.
City of Haines City				
Kimley Horn				
52513 - IFB-BW-25-072 – Lake Padgett Baffle Box Installation*	TBD	$1,179,460.00	TBD	Installation of a nutrient seperating baffle box and check valve, build access road with permeable roadway stabilization.
Pasco County				
Black & Veatch				

52514 - Bridge #104320 Phillips Lane Over Kitchen Creek	12/2025-12/2025	$7,250.00	Troy Timmons	Remove existing 2" water blowoff, install new 2" blowoff assembly.
Hillsborough County (Lovin Construction)			941-755-4312	
RS&H			troy@lovinconstruction.com	
52515 - BID #25-631, Spirit Lake Rd Roundabout*	TBD	$4,991,838.82	TBD	Construct new roundabout, including storm drainage installation, lighting, concrete.
Polk County				
Patel, Greene & Associates				
52516 - 25-0681 Pinellas County Keller Water Treatment Plant 60" Valve Insertion*	TBD	$2,774,280.00	TBD	Installation of 60" valve and 42" bypass at the Keller Water Treatment Plant.
Pinellas County				
Mead & Hunt				
*In Progress				

Kamminga & Roodvoets, Inc.

Additional References

OWNER: Pinellas County

PROJECT: 46th Avenue North, from 49th Street North to 55th Street North, Roadway Reconstruction PID No. 002927A & 002927B

PROJECT MANAGER: Mark Demyan

EMAIL: mdemyan@pinellas.gov

PHONE: 727-464-4606

CONTRACT AMOUNT: $4,732,908.50

START/COMPLETION: 9/2023-6/2024

DESCRIPTION: Work consists of 46th Avenue North sidewalk improvements, including reconstruction of existing roadway, installation of 8-foot multi-use path on the North side of the road and 5-foot sidewalk along the South side of the road. Upgrade drainage and sanitary sewers. Installation of temporary (660 SF), permanent (1,396 SF) sheet piling, box culvert, and rip rap within creek. Remove and replace retaining wall.



5219 Cone Rd, Tampa, FL 33610 | 813-623-3031

-An Equal Opportunity Employer-

kammingaroodvoets.com facebook.com/kandrincconstruction instagram.com/kandrincconstruction/

OWNER: City of St. Petersburg

PROJECT: West Central Avenue Watermain Replacement & Streetscape Project

PROJECT MANAGER: Thomas Rice

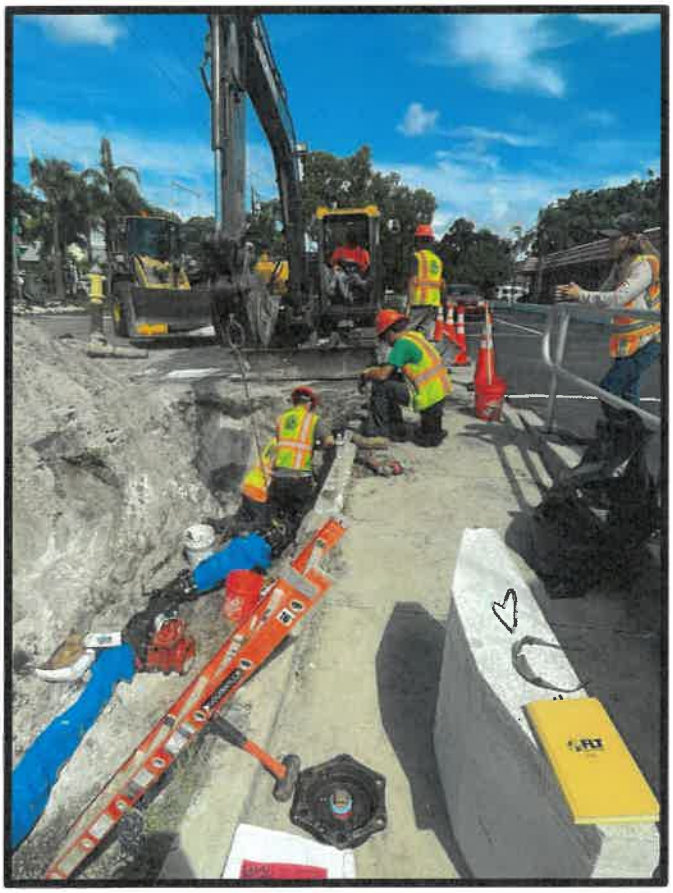
EMAIL: thomas.rice@stpete.org

PHONE: 727-551-3202

CONTRACT AMOUNT: $10,845,202.57

START/COMPLETION: 2/2023-12/2024

DESCRIPTION: Replaced existing 6-inch and 8-inch potable water mains along Central Avenue from Park Street to 58th Street. Work consisted of constructing new 1-inch and 2-inch service connections, re-connecting existing services to remain, and all associated appurtenances. Work will also include constructing new signal mast arms, milling and resurfacing the asphalt roadway, pavement markings, signage and landscaping.



OWNER: City of Plant City

PROJECT: 24-016UM-TG: State Road 39 Utility Lines Extension

PROJECT MANAGER: Quiltonya Grant (Tonya)

EMAIL: tgrant@plantcitygov.com

PHONE: 813-757-9208

CONTRACT AMOUNT: $2,411,155.00

START/COMPLETION: 7/2024-2/2025

DESCRIPTION: The work performed under this contract included the construction of approximately 10,200 linear feet of 12-inch PVC water main, 10,200 linear feet of 12-inch PVC force main, one triplex pump station, and miscellaneous appurtenances necessary to provide completed utility systems ready for operation.



OWNER: Pasco County

PROJECT: Bell Lake Rd Safety Improvements (US Hwy 41 to Banjo Lake Rd)

PROJECT MANAGER: Matt Kodsi

EMAIL: mkodsi@pascocountyfl.net

PHONE: 727-247-3880

CONTRACT AMOUNT: $6,319,944.40

START/COMPLETION: 1/2021-2/21/2022

DESCRIPTION: Project includes pavement widening, addition of concrete FDOT Type F curb and gutter, the addition of concrete sidewalk, signage and pavement markings and drainage. Over 5,000 LF of RCP ranging 12"-54" RCP installed. Bypassing of creek to excavate pond site and install storm drainage.



OWNER: Town of Belleair

PROJECT: Indian Rocks Road Drainage and Pedestrian Improvements

PROJECT MANAGER: Adam Klinstiver

EMAIL: aklinstiver@consoreng.com

PHONE: 813-465-4446

CONTRACT AMOUNT: $4,803,587.70

START/COMPLETION: 1/2023-10/2023

DESCRIPTION: Project consisted of the rehabilitation of the existing stormwater and roadway system to improve overall performance within the project limits. The existing stormwater conveyance system has been evaluated and, as a result, additional inlets and pipes will be incorporated into the system to substantially improve the overall performance of the system. The improvements will also include water main improvements with removal and rerouting in specific locations. The roadway improvements will include standardization of road width and full depth pavement reconstruction with associated curb, gutter and sidewalks.



OWNER: City of Tarpon Springs

PROJECT: Bayshore Septic to Sewer Project

PROJECT MANAGER: Nick Makris, PMP, ENV SP

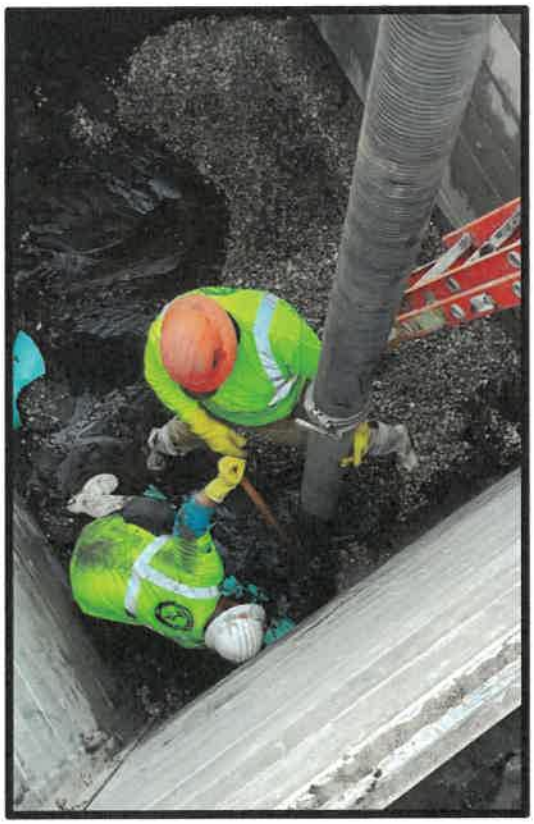
EMAIL: nmakris@ctsfl.us

PHONE: 727-942-5638

CONTRACT AMOUNT: $ 854,500.00

START/COMPLETION: 5/2024-8/2024

DESCRIPTION: The project consists of an extension of an existing low-pressure sewer system. It includes installation and testing of approximately 2,400 LFof 4" C900 DR 18 PVC force main, 1,400 LF of 2" HDPE service laterals to service 47 lots, associated valves, fittings, and appurtenances within the right-of-way of Bayshore Dr in the City of Tarpon Springs. The project also includes milling & paving of Bayshore Dr from edge of pavement to edge of pavement within the project limits.



OWNER: City of Tampa

PROJECT: Kirby Street Force Main & Gomez Pumping Station Force Main Improvements

PROJECT MANAGER: Davey Henderson

EMAIL: Davey.Henderson@tampagov.net

PHONE: 813-630-3910

CONTRACT AMOUNT: $ 2,236,220.00

START/COMPLETION: 2/2024-7/2024

DESCRIPTION: Installation of 1200 LF of 16" PVC, 600 LF of 10" PVC, 950 LF of 8" PVC including 1200' of directional drill PVC Certa-Lok and all additional associated materials and fittings dewatering, excavation, backfilling, pavement milling and overlay, type F curb and gutter, maintenance of traffic.



OWNER: City of Lakeland

PROJECT: Griffin Rd Gravity Sewer Replacement

PROJECT MANAGER: Guy Taylor, PE

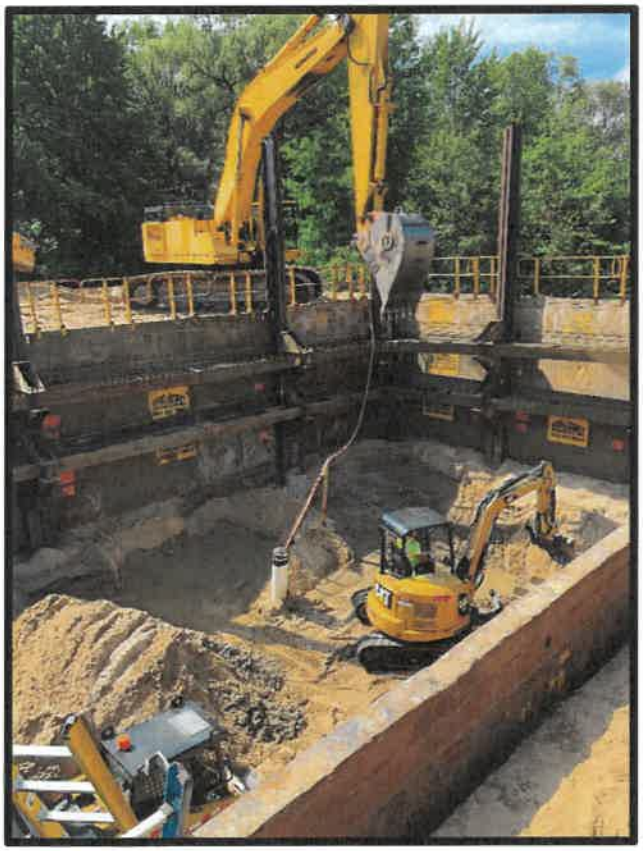
EMAIL: Guy.Taylor@lakelandgov.net

PHONE: 863-834-6209

CONTRACT AMOUNT: $ 3,171,373.63

START/COMPLETION: 10/2023-3/2024

DESCRIPTION: Installation of 1,675 LF of 24-inch diameter. 110 LF of 18" and 30 LF of 8" gravity sanitary sewer main, new 6-foot diameter manholes including six manholes with connections to existing sanitary sewer mains; removal of existing manholes and grouting of existing 18- and 24-inch diameter gravity sanitary sewer main; rerouting of two sanitary forcemains, miscellaneous fittings, bypass pumping, associated restoration, roadway and right-of-way restoration.



OWNER: Pinellas County

PROJECT: 24-0692-ITB-C: ARPA Stormwater Starkey Facility M10 Modification (PID 003900A)

PROJECT MANAGER: Joe Boggs

EMAIL: jboggs@pinellas.gov

PHONE: 727-464-8863

CONTRACT AMOUNT: $6,727,660.00

START/COMPLETION: 10/2024-4/2025

DESCRIPTION: The purpose of this project was to retrofit and enhance the existing Starkey M10 Stormwater Management Facility by improving water quality treatment and maintaining the existing flooding level of service. A weir within the Starkey M10 Mitigation facility and two upstream stormwater ponds west of Tall Pines Dr. was constructed to provide water quality treatment and alleviate flooding within the Starkey Watershed.



OWNER: Hillsborough County

PROJECT: 439772-1; G2E33 Gibsonton Dr at Fern Hill Dr

PROJECT MANAGER: Sandra Gonzalez, PE

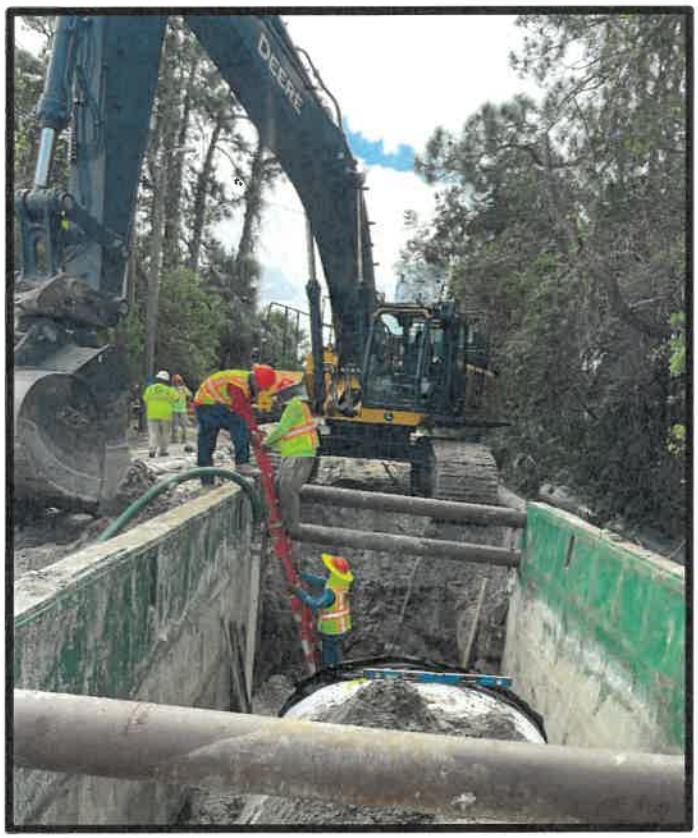
EMAIL: GonzalezSa@hillsboroughcounty.org

PHONE: 813-307-1749

CONTRACT AMOUNT: $7,932,347.50

START/COMPLETION: 11/2023-4/2025

DESCRIPTION: This project includes the replacement of the existing temporary signal with permanent mast arm structures, the implementation of triple left turn lanes, a through lane and an exclusive right turn lane on the south leg of the intersection. Dual westbound to southbound lanes will also be provided along with dual through lanes and a combo through and right turn lane on the east leg of the intersection. The project also includes pedestrian crossing facilities on the east and south legs of the intersection, milling and resurfacing, pavement markings, curb ramps and sidewalk connectivity along Fern Hill Drive.



OWNER: Pasco County

PROJECT: IFB-RH-22-086 Colonial Manor Drainage Improvement Project

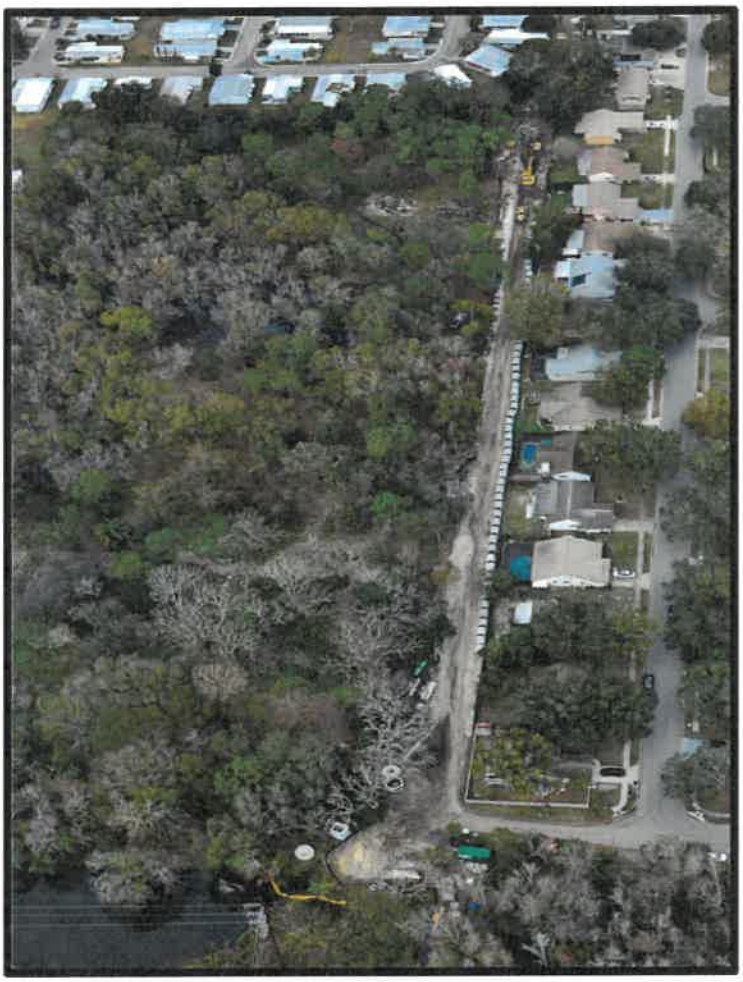
PROJECT MANAGER: Efrain Figueroa, SPM, PWD

EMAIL: efigueroa@pascocountyfl.net

PHONE: 727-834-3611

CONTRACT AMOUNT: $3,412,841.75

DESCRIPTION: Work consists of repairing an existing 4-ft and 8-ft concrete multi-use path and associated drainage and other improvements. Including bypassing existing pond and existing drainage, installation of 2,000+ LF 60" RCP, 100+ LF 18" RCP, 500+ 24" RCP, 300+ 42" RCP.



OWNER: Hillsborough County

PROJECT: CIP #69200101 Construction, 70th Street over Delaney Creek

PROJECT MANAGER: Dana Mackey

EMAIL: mackeyd@HCFLGov.net

PHONE: 813-307-1783

CONTRACT AMOUNT: $1,759,994.10

DESCRIPTION: Works consist of replacing the existing bridge over Delaney Creek with a box culvert, with roadway improvements of curbing, and sidewalks. Including bypassing creek to install box culvert and head walls.



5219 Cone Rd, Tampa, FL 33610 | 813-623-3031

-An Equal Opportunity Employer-

kammingaroodvoets.com facebook.com/kandrincconstruction instagram.com/kandrincconstruction/

OWNER: Pinellas Park Water Management District

PROJECT: Channel 1B5 Concrete Panel Replacement East of 59th St

PROJECT MANAGER: Randal Roberts

EMAIL: randy@ppwmd.com

PHONE: 727-528-8022

CONTRACT AMOUNT: $1,100,190.00

DESCRIPTION: Mobilization/demobilization; maintenance of traffic; soil erosion, sedimentation, soil tracking prevention and dust control measures; trim trees within work area; clearing and grubbing; removal and replacement of chain link fence; dewatering and by-pass pumping; sheet pile installation; regrade and sod the southern top-of-bank area from the western to eastern project extents; transitioning to the existing concrete channel lining directly west of the project at approximate STA 17+80; demolition and remove existing reinforced concrete channel lining within the project area; install new reinforced concrete channel lining and a concrete channel bottom within the project area; transitioning to the existing concrete channel lining directly east of the project at approximate STA 21+00; install riprap in channel bottom as required by the proposed design; remove and replace existing 15 inch diameter RCP as required by the proposed design; regrade, seed and mulch all disturbed grass area; and perform general site work associated with the improvements listed above; and all related work for a complete and operable system.



OWNER: Pinellas County

400 S. Ft. Harrison Ave. 6th Floor, Clearwater, FL 33756

PROJECT: 002686A FDOT 424564-7-58-01 G1E36 LAP Clearwater 18-0002-UT, Hercules Ave Phase II Sidewalk from Sherwood St to Sunset Point Rd

PROJECT MANAGER: Wesley Merritt

EMAIL: wmerritt@pinellascounty.org

PHONE: 727-464-8821

CONTRACT AMOUNT: $ 2,611,093.33

START/COMPLETION: 6/2020-10/2021

DESCRIPTION: Work consisted of sidewalk construction, new pedestrian bridge, box culvert extension, drainage, and intersection improvements. Drainage included 15" RCP 124 LF, 18" RCP 218 LF, 24" RCP 227 LF, 30" 102 LF, 48" RCP 1,376 LF. Additionally, the City of Clearwater required utility work as part of this project. The utility work consisted of the replacement of 12" water main, 8" water main, and 8" gravity sanitary sewer pipe and associated manholes that are in conflict with the County's project.



OWNER: Pinellas County

400 S. Ft. Harrison Ave. 6th Floor, Clearwater, FL 33756

PROJECT: 131st St N at 82nd Ave N & 86th Ave N Intersection Improvements (PID 001023A)

PROJECT MANAGER: Dale Laird

EMAIL: dlaird@pinellascounty.org

PHONE: 727-464-8883

CONTRACT AMOUNT: $ 5,651,295.28

START/COMPLETION: 9/2020-6/2022

DESCRIPTION: Work consisted of milling and resurfacing, full depth roadway reconstruction, sidewalks and drainage and utility improvements. Drainage included 18" RCP 1,539 LF, 24" RCP 594 LF, 36" RCP 290 LF, 12"X18" elliptical 77 LF, 14"x 23" elliptical 600 LF, 19"x30" elliptical 545 LF, 29"x45" elliptical 282 LF, 34"x53" elliptical498 LF, 38"x60" elliptical 115 LF, 43"x68" elliptical 89 LF.



OWNER: Pasco County

7536 State St, Suite 221, New Port Richey, FL 34654

PROJECT: BID NO. IFB-KM-21-075 County Road 54 – Improvements Phase II

PROJECT MANAGER: Patricia Arndt

EMAIL: parndt@pascocountyfl.net

PHONE: 727-809-3533

CONTRACT AMOUNT: $6,610,632.93

START/COMPLETION: 5/2022-2/2024

DESCRIPTION: Improvements include the installation of mast arms for traffic signals, pedestrian signals, turn lanes, pavement widening, accessible ramps, signage, pavement markings, concrete multi-use path and concrete sidewalk. Drainage included 18" RCP 1,127 LF, 24" RCP 268 LF.



OWNER: Pinellas County

400 S. Ft. Harrison Ave. 6th Floor, Clearwater, FL 33756

PROJECT: N. Highland Ave. – Road & Drainage Improvement Phase I (PID # 001333A)

PROJECT MANAGER: Paul Giuliani

EMAIL: pgiuliani@pinellascounty.org

PHONE: 727-453-3491

CONTRACT AMOUNT: $ 2,898,260.50

START/COMPLETION: 6/2022-5/2023

DESCRIPTION: Work for this project included N. Highland Ave road reconstruction and drainage improvements, sanitary sewer installation, and water main improvements from Morrow Rd to Riverside Ridge Rd; and N. Highland Ave milling and resurfacing from Riverside Ridge Rd to East Lake Dr. Drainage included over 1,000 LF RCP ranging in 18"-24", 12"x18" elliptical, 14"x23" elliptical, 19"x30" elliptical.



OWNER: FDOT

11201 N. McKinley Drive, MS 7-700 Tampa, FL 33612

PROJECT: E7P30 Cypress Street – Widening and Resurfacing

PROJECT MANAGER: Tracie Rose, PE

EMAIL: trose@rkk.com

PHONE: 813-541-7944

CONTRACT AMOUNT: $ 2,231,498.85

START/COMPLETION: 6/2022-9/2023

DESCRIPTION: The Improvements under this Contract consisted of Intersection widening and realignment of Cypress Street at LaSalle Street from east of Lake Street to north of Cypress Street, to enhance traffic operations and safety in Hillsborough County. Drainage included 18" RCP 313 LF, 24" RCP 98 LF, 30" elliptical 341 LF.



OWNER: Pinellas County

400 S. Ft. Harrison Ave. 6th Floor, Clearwater, FL 33756

PROJECT: 23-0209-ITB-CP: Mehlenbacher Road Sidewalk Project

PROJECT MANAGER: John Carpenter, PE

EMAIL: jcarpent@pinellas.gov

PHONE: 727-453-3350

CONTRACT AMOUNT: $3,575,743.50

START/COMPLETION: 7/2023-6/2024

DESCRIPTION: The project provided improved pedestrian safety with a sidewalk on the northside of Mehlenbacher Road. The existing drainage ditches on the north side of Mehlenbacher Road were piped in order to provide improved drainage, pedestrian safety, and traffic safety conditions. Drainage included 12" RCP 6 LF, 18" RCP 261 LF, 24" RCP 1,027 LF, 12"x18" elliptical 31 LF, 14"x23" elliptical 245 LF, 24"x38" elliptical 777 LF.



OWNER: Pinellas County

400 S. Ft. Harrison Ave. 6th Floor, Clearwater, FL 33756

PROJECT: 22nd Avenue South (51st Street South - 34th Street South) Roadway Improvements

PROJECT MANAGER: Paul Giuliani

EMAIL: pgiuliani@pinellascounty.org

PHONE: 727-453-3491

CONTRACT AMOUNT: $7,473,287.30

START/COMPLETION: 11/2023-2/2025

DESCRIPTION: Work consisted of road and sidewalk improvements along 22nd Avenue South in the City of St. Petersburg with the intent of improving drainage and traffic flow in and around Thurgood Marshall Middle School. Project included updating all areas to meet current ADA guidelines. Drainage included: 15" RCP 633 LF, 18" RCP 397 LF, 24" RCP 568 LF, 12"x18" elliptical 133 LF.



Additional references available upon request.

Exhibit "A"

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONISBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____

COMPANY NAME: Kamminga & Roodvoets, Inc.

DATE: 3/9/26

Exhibit "B"
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned Kamminga & Roodvoets, Inc. certifies, to the best of his or her knowledge, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Kamminga & Roodvoets, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

James Barnes, Vice President
Name and Title of Contractor's Authorized Official

3/9/26
Date

AFFIDAVIT REGARDING LABOR AND SERVICES

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name:	Kamminga & Roodvoets, Inc.
Address:	5219 Cone Rd, Tampa, FL 33610
Phone Number:	813-623-3031
Authorized Representative's Name:	James Barnes
Authorized Representative's Title:	Vice President
Email Address:	quotes@kandrincfl.com

AFFIDAVIT

I, *James Barnes*, as authorized representative attest that *Kamminga & Roodvoets, Inc.* does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of authorized representative) 3/9/26 Date

STATE Florida
COUNTY OF Hillsborough
Sworn to (or affirmed) and subscribed before me, by means of ■ physical presence or ☐ online notarization, this day of , (year), by

Notary Public
9/17/29
Commission Expires
Personally Known ■ OR Produced Identification ☐
Type of Identification Produced

DELANEY MARSONEK NOTARY PUBLIC MY COMMISSION EXPIRES 9-17-2029 STATE OF FLORIDA COMMISSION NUMBER HH 708312

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Kamminga & Roodvoets, Inc.

By: _____

Date: 3/9/26

Title: James Barnes, Vice President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
01/24

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Kamminga & Roodvoets, Inc.

By: James Barnes Date: 3/9/26

Authorized Signature: 

Title: Vice President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/25

Is this form applicable to your firm?
YES ☐ NO ☒
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, *if known*: Kamminga & Roodvoets, Inc. 5219 Cone Rd Tampa, FL 33610 Congressional District, *if known*: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ Congressional District, *if known*: _____
6. Federal Department/Agency:	**7. Federal Program Name/Description:** Assistance Listing Number (ALN), *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: James Barnes Title: Vice President Telephone No.: 813-623-3031 Date (mm/dd/yyyy): 03/09/2026

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Vendor Eligibility Check Prior to Contract Award

Project Description(s): Combee Academy SRTS Sidewalk and Street Lighting

Financial Project Number(s): 446549-1-58-01

In accordance with State law:

The Convicted Vendor List/ Discriminatory Vendor List / Suspended Vendor List/Antitrust Violator Vendor List/Scrutinized List of Prohibited Companies/Federal Excluded Parties List are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017. F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 1200 and 2 CFR 180) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors Lists which are created pursuant to s. 215.473, F.S.

Vendor Eligibility Check Prior to Contract Award

The List of Scrutinized Companies that Boycott Israel, and the Scrutinized List of Prohibited Companies (Activities in Sudan/Iran Terrorism Sectors) are available at the following Florida State Board of Administration site:

https://www.sbafla.com/governance/global-governance-mandates

*Please note that the two lists are under separate links on the same site.

I have checked the aforementioned lists that apply to this procurement, as applicable to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

James Barnes
Printed Name

Signature

Date: 3/9/26

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on 2/18/26
(Letting Date)

Fill in your FDOT Vendor Number
VF 3 8 1 8 0 8 1 0 0 0 0 0 2
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) $ 124,653,300.00

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Kamminga & Roodvoets, Inc.
NAME OF FIRM

By: _____

Vice President
Title

Sworn to and subscribed this 9th day
of March, 20 26

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
See attached					
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts whether in progress or awarded, but not yet begun, and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS: OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
US-98 Bypass - Cone & Graham	3,066,300.00	21,900.00	3,044,400.00	142,400.00	
Potable Water Piping - City of Clearwater	10,053,300.00	2,005,100.00	8,048,200.00	2,738,700.00	
Port Richey Nothern Outfall - Pasco County	5,941,500.00	845,600.00	5,095,900.00	450,000.00	
Whitney Road & Wolford Road - Pinellas County	13,190,300.00	3,679,600.00	9,510,700.00	657,100.00	
71st Street - Pinellas County	15,375,800.00	5,714,800.00	9,661,000.00	4,637,200.00	
US-301 & Big Bend Road - Cone & Graham	8,891,400.00	949,500.00	7,941,900.00	6,336,000.00	
Venetian Boulevard - Cone & Graham	922,100.00	61,600.00	860,500.00	450,300.00	
Ridge Road - Cone & Graham	11,848,600.00	4,982,300.00	6,866,300.00	300,000.00	
Oakwood Drive - Pinellas County	453,200.00	29,600.00	423,600.00	142,200.00	
Indian Rocks Road - Pinellas County	5,616,600.00	1,810,300.00	3,806,300.00	3,168,900.00	
13th & Sand Point Drive - Cone & Graham	837,000.00	315,100.00	521,900.00	521,900.00	
Cypress Creek Road - Pasco County	774,100.00	553,500.00	220,600.00	220,600.00	
SE Master Pump Station FM - Pasco County	1,911,000.00	216,900.00	1,694,100.00	1,694,100.00	
110th Avenue Lift Station 30 FM - City of Pinellas Park	3,185,200.00	1,099,800.00	2,085,400.00	2,085,400.00	
17th Street over Booker Creek - City of St. Petersburg	1,803,000.00	730,000.00	1,073,000.00	1,073,000.00	

Patterson Road Gravity Sewer - City of Haines	401,100.00	58,100.00	343,000.00	343,000.00	
Lake Padgett - Pasco County	816,300.00	86,900.00	729,400.00	729,400.00	
Phillips Lane - Hillsborough County	7,300.00	0.00	7,300.00	7,300.00	
I-96 from Bliss Road to Sunfield Highway - MDOT	79,329,200.00	38,352,800.00	40,976,400.00	2,632,900.00	
New Buffalo Weigh Station	2,395,900.00	1,403,200.00	992,700.00	992,700.00	
M-37, Caledonia - MDOT	45,799,700.00	23,081,300.00	22,718,400.00	22,718,400.00	
Pump Station #31 & Forcemain - Holland Charter Township	19,289,100.00	5,089,400.00	14,199,700.00	801,700.00	
Wyoming Transmission Main 1 - City of Wyoming	26,932,800.00	5,104,000.00	21,828,800.00	16,894,200.00	
Wyoming Transmission Main 3 - City of Wyoming	21,562,400.00	2,651,000.00	18,911,400.00	15,682,200.00	
Garfield Avenue - City of Grand Rapids	1,983,300.00	585,600.00	1,397,700.00	1,397,700.00	
Burton Street from Division to Kalamazoo - City of Grand Rapids	9,213,900.00	2,472,200.00	6,741,700.00	6,741,700.00	
Hall Street Lift Stations & Force Main - Ada Township	1,904,200.00	823,800.00	1,080,400.00	358,900.00	
Lift Station #5 and #14 Improvements - Lakewood Wastewater Authority	1,199,500.00	506,700.00	692,800.00	672,900.00	
Culvert Replacement - Muskegon County	299,700.00	88,800.00	210,900.00	148,600.00	
120th Sanitary Sewer Phase #1 - Holland Charter Township	5,181,800.00	1,044,300.00	4,137,500.00	4,137,500.00	
Main Irrigation Replacement - Muskegon County	2,536,500.00	134,700.00	2,401,800.00	755,500.00	
Green Street & Market Street - City of Hastings	5,812,500.00	1,668,900.00	4,143,600.00	4,143,600.00	

Collindale Sanitary Lift Station - City of Grand Rapids	442,300.00	196,000.00	246,300.00	246,300.00	
Butler Street & Catherine Avenue - City of Muskegon	3,604,600.00	911,000.00	2,693,600.00	2,693,600.00	
Wyoming Surge Piping - Owen-Ames-Kimball	1,759,000.00	84,000.00	1,675,000.00	1,675,000.00	
Sprinkle Road Force Main & Lift Station - Village of Vicksburg	9,779,800.00	2,810,800.00	6,969,000.00	6,969,000.00	
Courtland Pump Stations - Courtland Township	4,164,700.00	1,758,500.00	2,406,200.00	2,406,200.00	
112th Ave., Paw Paw Dr., 106th Ave., & Pump Station #20 - Holland Charter Township	8,486,000.00	1,675,100.00	6,810,900.00	6,810,900.00	
2 Contracts <250,000.00 individually	69,000.00	0.00	69,000.00	7,300.00	69,000.00
NOTE Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total			**TOTALS**	124,584,300.00	69,000.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)		124,653,300.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

ITEM/SEGMENT NO.: _____
F.A.P. NO.: 446549-1-58-01
MANAGING DISTRICT: 1
PARCEL NO.: _____
COUNTY OF: Polk
BID LETTING OF: 2/18/26

I, James Barnes (NAME), hereby declare that I am

Vice President (TITLE) of Kamminga & Roodvoets, Inc. (FIRM)

of Tampa, Florida (CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: James Barnes, Vice President
NAME AND TITLE PRINTED

BY: _____
SIGNATURE

WITNESS: _____

WITNESS: _____

Executed on this 9th day of March, 2026

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT IX

DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that Kamminga & Roodvoets, 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

4/17/26
Date

EXHIBIT VI-B
GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the bidder to use in conjunction with the Good Faith Effort requirement in Section 19.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to https://vcl.polk.one/vendordirectory, Procurement & Bids, WMBE Online Directory for additional names. Please list the company's names and the result of your contact for each subcontractor solicited for the following areas of work. Suppliers can be listed in the blank spaces at the bottom of the page. Contacting (5) five firms, if available, shall satisfy the Good Faith Effort requirement. This will be required of the apparent low bidder at the pre-award meeting with Exhibit VI-A, Subcontractor Listing.

	Division of Work	Results of Good Faith Effort
1.	Survey	
	Ferguson Land Surveyors	Did not quote
	Kleingers Group	Utilitzing
	On Point Surveying (MBE)	Using a different company
	Geo Point Surveying	Declined to bid
2.	QC Testing	
	Tierra, Inc. (MBE)	Utilizing
	TTCS, Inc. (MBE)	Using a different company
	Madrid Engineering (MBE)	Did not quote
3.	Sod	
	Creekside Nursery, Inc. (MBE)	Utilizing
	Raulerson & Son, Inc. (WBE)	Did not quote
	Sunbelt Sod & Grading (WBE)	Declined to bid
4.	Concrete	
	Curb Man, Inc. (MBE)	Utilizing
	LS Curb Service	Using a different company
	Florida Asphalt & Concrete	Did not quote
5.	Pavement Marking/Signs	
	McShea Contracting	Using a different company
	Croc	Utilizing
	Traffic Control Prodcuts (WBE)	Declined to bid

EXHIBIT VII
TRENCH SAFETY ACT COMPLIANCE TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL (TRENCH EXCAVATION)

Trench Excavation Safety System and Shoring, Special (Trench Excavation)

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) effective October 1, 1990.

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).

3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.

6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.

7. Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The bidder further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. Trench Box/Slope Method	LF	376	$ 5.00	$ 1,880.00
B.			$	$
C.			$	$
D.			$	$
			Total	$ 1,880.00

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

EXHIBIT VIII

EQUAL EMPLOYMENT OPPORTUNITY

Polk County is an Equal Opportunity/Affirmative Action Employer.

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

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Bidder or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: Kamminga & Roodvoets, Inc.
Address: 5219 Cone Rd, Tampa, FL 33610

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

   YES ☑ NO ____

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

   YES ☑ NO ____

3. Bidder has filed all compliance reports due under applicable instructions:

   YES ☑ NO ____

4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

James Barnes
Printed Name

Vice President
Title


Signature

4/17/26
Date

EXHIBIT X

SAFETY REQUIREMENTS/REGULATIONS

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this 17th day of April, 20 26

Name of Firm: Kamminga & Roodvoets, Inc.

By: _____

James Barnes, Vice President

Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

This day of April 17th, 20 26

Notary Public: _____

My Commission Expires: 9/17/29

DELANEY MARSONEK NOTARY PUBLIC MY COMMISSION EXPIRES 9-17-2029 STATE OF FLORIDA COMMISSION NUMBER HH 708312

SCRUTINIZED COMPANIES CERTIFICATION
EXHIBIT XXIV
(Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid 26-045

PROJECT NAME: Combee Academy SRTS Sidewalk and Street Lighting

The undersigned, as Vice President of Kamminga & Roodvoets, 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 Florida Statutes, Section 287.135:

(i) the Contractor is not on the Scrutinized Companies with Activities in Sudan List; and

(ii) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

(as both such lists are created pursuant to Florida Statutes, Section 215.473); and

(iii) the Contractor does not have business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(iv) the Contractor was not on either of the foregoing lists or conducting business operations in Cuba or Syria when it submitted its bid to the County; and

(v) the Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters; and

(vi) the undersigned is duly authorized to execute this Certification by and on behalf of the Contractor.

Executed this 17th day of April, 20 26.

ATTEST:

By: _____
PRINTED NAME: Brad Tidey
Its: Assistant Secretary of FL Operations

Kamminga & Roodvoets, Inc.
a corporation

By: _____
PRINTED NAME: James Barnes
Its: Vice President

XXIV-1

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
EXHIBIT XXV
(Florida Statutes, Section 448.095)

PROJECT NAME:
Bid 26-045, Combee Academy SRTS Sidewalk and Street Lighting

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 17th day of April , 2026.

ATTEST:

By:
PRINTED NAME: Brad Tidey
Its: Assistant Secretary of FL Operations

CONTRACTOR:

By:
PRINTED NAME: James Barnes
Its: Vice President

Exhibit XXVI Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I currently serve as an officer or representative of the Nongovernmental Entity.

3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I James Barnes (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.

Kamminga & Roodvoets, Inc.
NONGOVERNMENTAL ENTITY



SIGNATURE

James Barnes
PRINT NAME

Vice President
TITLE

4/17/26
DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

Information entered on this page will carry over to subsequent pages.

When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
	Ferguson Land Surveyors	Tierra, Inc. (MBE)
	Kleingers Group	TTCS, Inc. (MBE)
	On Point Surveying (MBE)	Madrid Engineering (MBE)
	Geo Point Surveying	

VERSIONS

TECHNICAL REVIEW COMMITTEE / DOT TECHNICAL ADVISORS	Print
SELECTION COMMITTEE	Print
PUBLIC OFFICERS / EMPLOYEES	Print
TECHNICAL REVIEW / AWARDS COMMITTEE FOR LOW BID PROJECTS	Print
CONSULTANT / CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER	Print
CONSULTANT / CONTRACTOR / TECHNICAL ADVISORS	Print

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
	Creekside Nursery, Inc. (MBE)	Curb Man, Inc. (MBE)
	Raulerson & Son, Inc. (WBE)	LS Curb Service
	Sunbelt Sod & Grading (WBE)	Florida Asphalt & Concrete

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Technical Review Committee Members:

Printed Names	Signatures	Date

Additional Page

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC – 10/25

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
	McShea Contracting	Did not quote
	Croc	Utilitzing
	Traffic Control Prodcuts (WBE)	Using a different company
		Declined to bid

Technical Review Committee Members:
(Continued)

Printed Names	Signatures	Date

DOT Technical Advisors:

Printed Names	Signatures	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC – 10/25

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, and Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
	Utilizing	Utilizing
	Using a different company	Did not quote
	Did not quote	Declined to bid

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Selection Committee Members:

Date: _____

Printed Names	Signatures

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC – 10/25

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
SELECTION COMMITTEE
Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
	Utilizing	Using a different company
	Using a different company	Utilizing
	Did not quote	Declined to bid

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Selection Committee Members:

Printed Names	Signatures

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, public officers or employees of an agency may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that State of Florida public officers or employees of an agency are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the public officer or agency employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

State of Florida public officers or employees of an agency are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Public officers or employees of an agency should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

(continued on next page)

Printed Names	Signatures	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC – 10/25

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW/AWARDS COMMITTEE LOW BID PROJECTS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Letting Date: _____

Contract Number(s): _____

Technical Review/Awards Committee Members:

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW/AWARDS COMMITTEE LOW BID PROJECTS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC – 10/25

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW/AWARDS COMMITTEE
LOW BID PROJECTS

Contract Number(s): _____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC – 10/25

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
D125-073-B	Combee Academy SRTS - Morgan Combee Rd, Woodland Ave, and Broadway St	446549-1-58-01

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
James Barnes		4/17/26

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

Additional Page

375-030-50
PROCUREMENT
OGC – 10/25

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS

BIDDING REQUIREMENTS AND
CONTRACT DOCUMENTS FOR:

Combee Academy SRTS Sidewalk and Street Lighting

BID FILE NO: #26-045

County Project: 5400012

FPN: 446549-1-58-01

ISSUE DATE: December 16, 2025

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

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

TABLE OF CONTENTS

		PAGE
PART A – **BIDDING REQUIREMENTS**		
INVITATION FOR BID	IB	1
INSTRUCTION TO BIDDERS	IB	1 – 9
PART B – **CONDITIONS OF CONTRACT**		
GENERAL CONDITIONS		
ARTICLE 1 – CONTRACT DOCUMENTS	GC	1
ARTICLE 2 – DEFINITIONS	GC	1
ARTICLE 3 – PRELIMINARY MATTERS	GC	4
3.1 Delivery of Bonds	GC	4
3.2 Copies of Documents	GC	4
3.3 Commencement of Contract Times; Notice to Proceed	GC	4
3.4 Starting the Work	GC	4
3.5 Before Starting Construction	GC	4
ARTICLE 4 – CONTRACT DOCUMENTS, GOVERNING LAW AND VENUE, INTENT, DISCREPANCIES, AMENDING AND REUSE	GC	5
4.1 Precedence	GC	5
4.2 Conflicts	GC	6
4.3 Amending	GC	7
4.4 Reuse of Documents	GC	7
ARTICLE 5 – PROJECT CONDITIONS	GC	7
5.1 Availability of Lands	GC	7
5.2 Subsurface and Physical Conditions	GC	7
5.3 Limited Reliance by Contractor on Authorized Technical Data	GC	7
5.4 Unknown or Concealed Conditions (Excluding Existing Utilities)	GC	8
5.5 Physical Conditions – Underground Facilities	GC	8
5.6 Engineering and Layout	GC	9
5.7 Asbestos, PCBs, Petroleum, Hazardous …	GC	10
ARTICLE 6 – BONDS, INSURANCE, INDEMNIFICATION	GC	11
6.1 Performance and Payment Bonds and Other Bonds	GC	11
6.2 Warranty/Maintenance Bond	GC	11
6.3 Certificates of Insurance	GC	11
6.4 Contractor's Liability Insurance	GC	11
6.5 Receipt and Application of Insurance Proceeds	GC	13
6.6 Indemnification	GC	13
ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES	GC	14
7.1 Supervision and Superintendence	GC	14
7.2 Labor, Material, and Equipment	GC	14
7.3 Substitute Material or Equipment	GC	14
7.4 Concerning Subcontractors	GC	15
7.5 Patent Fees and Royalties	GC	15
7.6 Permits	GC	16
7.7 Laws and Regulations	GC	16
7.8 Taxes	GC	16
7.9 Use of Premises	GC	16

GENERAL CONDITIONS (cont'd)

7.10 Record Documents	GC	17
7.11 Safety and Protection	GC	17
7.12 Drug Free Work Place Policy	GC	19
7.13 Emergencies	GC	19
7.14 Submittals, Shop Drawings, and Samples	GC	20
ARTICLE 8 – OTHER WORK	GC	22
ARTICLE 9 – COUNTY'S RESPONSIBILITIES	GC	22
ARTICLE 10 – CONSTRUCTION PROJECT MANAGER'S STATUS DURING CONSTRUCTION	GC	22
10.1 County's Representative	GC	22
10.2 Visits to Site	GC	22
10.3 Clarifications and Interpretations	GC	23
10.4 Rejecting Defective Work	GC	23
10.5 Decisions on Disagreements	GC	23
10.6 Limitation on Project Manager's Responsibilities	GC	23
ARTICLE 11 – CHANGES IN THE WORK	GC	23
ARTICLE 12 – CHANGE OF CONTRACT PRICE	GC	24
12.1 The Contract Price	GC	24
12.2 Cost of Work	GC	25
12.3 Contractor's Mark-up	GC	26
ARTICLE 13 – CHANGE OF CONTRACT TIME	GC	26
ARTICLE 14 – UNCONTROLLABLE FORCES (FORCE MAJEURE)	GC	27
ARTICLE 15 – WARRANTY AND GUARANTEE	GC	27
ARTICLE 16 – ACCEPTANCE OF DEFECTIVE WORK	GC	28
16.1 Tests and Inspections	GC	28
16.2 Access to the Work	GC	28
16.3 Uncovering the Work	GC	28
16.4 Stop Work	GC	28
16.5 Correction or Removal of Defective Work	GC	28
16.6 Acceptance of Defective Work	GC	29
16.7 Neglected Work by Contractor	GC	29
ARTICLE 17 – PAYMENT AND COMPLETION	GC	29
17.1 Schedule of Values	GC	29
17.2 Application for Progress Payment	GC	29
17.3 Contractor's Warranty of Title	GC	30
17.4 Approval of Payments	GC	30
17.5 Substantial Completion	GC	31
17.6 Final Completion	GC	32
17.7 Waiver of Claims	GC	32
ARTICLE 18 – SUSPENSION OF WORK AND TERMINATION	GC	32
18.1 Suspension of Work	GC	32
18.2 Termination for Cause	GC	33
18.3 Termination for Convenience	GC	34
18.4 Completion of Work by County	GC	34
ARTICLE 19 – DISPUTES / CLAIMS	GC	34
ARTICLE 20 – MISCELLANEOUS	GC	35
ARTICLE 21 – UNAUTHORIZED ALIEN(S)	GC	36
ARTICLE 22 – PERFORMANCE EVALUATION	GC	36
ARTICLE 23 – ALLOWANCES	GC	37

GENERAL CONDITIONS (cont'd)

ARTICLE 24 – ANNUAL APPROPRIATIONS	GC	37
ARTICLE 25 – PUBLIC RECORDS LAW	GC	38
ARTICLE 26 – NO CONSTRUCTION AGAINST DRAFTER	GC	39

SPECIAL CONDITIONS

1.	PROJECT DESCRIPTION, LOCATION & SCOPE OF WORK	SC	1
2.	QUALIFICATION REQUIREMENT	SC	1
3.	BASIS OF AWARD	SC	1
4.	PERMITS	SC	1
5.	CERITIFIED AS-BUILT SURVEY DRAWINGS	SC	2
6.	DEFINITIONS	SC	2
7.	GENERAL	SC	3
8.	FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION	SC	3-4
9.	CONSTRUCTION PROGRESS SCHEDULE	SC	4
10.	TESTING AND INSPECTIONS	SC	4-5
11.	MATERIALS	SC	5
12.	WORKSITE VISIBILITY	SC	5
13.	FIELD OFFICE	SC	5
14.	EROSION CONTROL	SC	5-6
15.	GRASSING	SC	6
16.	UNDERGROUND FACILITIES	SC	6
17.	HISTORICAL AND ARCHAEOLOGICAL	SC	6
18.	EMERGENCIES	SC	6
19.	SAFETY	SC	6
20.	WORK STOPPAGE	SC	6
21.	VIDEO RECORDS	SC	6-7
22.	APPLICATION FOR PROGRESS PAYMENT	SC	7
23.	LIQUIDATED DAMAGES	SC	7
24.	PERFORMANCE EVALUATIONS	SC	8
25.	PROJECT CONTINGENCIES	SC	8
26.	MISCELLANEOUS	SC	8
27.	SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS CERTIFICATION; TERMINATION	SC	8-9

PART C – **BID SUBMITTAL** BSU 1 – 3

PART D – **EXHIBITS**

I	BID BOND
II	PERFORMANCE BOND
III	PAYMENT BOND
IV	NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
V	NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR
VI	AFFIDAVIT OF PERCENTAGE OF WORK
VI-A	SUBCONTRACT LIST
VI-B	GOOD FAITH EFFORT DOCUMENTATION
VII	TRENCH SAFETY ACT COMPLIANCE
VIII	EQUAL EMPLOYMENT OPPORTUNITY
IX	DRUG-FREE WORKPLACE FORM
X	SAFETY REQUIREMENTS/REGULATIONS
XI	APPLICATION FOR PAYMENT
XII	CONTRACTOR CERTIFICATION OF DISBURSEMENT OF PREVIOUS PROGRESS PAYMENT TO SUBCONTRACTORS
XIII	CERTIFICATE OF SUBSTANTIAL COMPLETION
XIV	CERTIFICATE OF FINAL COMPLETION
XV	MATERIALS AND EQUIPMENT STORED ON-SITE
XVI	ALLOWANCE AUTHORIZATION RELEASE (AAR)
XVII	CHANGE ORDER
XVIII	CERTIFICATE OF COMPLIANCE
XIX	AFFIDAVIT CERTIFICATION IMMIGRATION LAWS
XX	STATEMENT OF NO BID
XXI	LANE CLOSURE FORM
XXII	ROAD CLOSURE FORM
XXIII	WORK PLAN CONTROLLING ITEM OF WORK
XXIV	SCRUTINIZED COMPANIES CERTIFICATION
XXV	EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
XXVI	AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR OR SERVICES

PART E –**CONTRACT** C 1 – 3

PART F – **CONSTRUCTION PLANS, TECHNICAL REPORTS & SPECIFICATION PACKAGE**

PART G – **FDOT LAP DOCUMENTS AND FORMS**

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: Bid 26-045, Combee Academy SRTS Sidewalk and Street Lighting

Description: Furnish all labor, materials, supervision, and equipment necessary for roadway construction including erosion control, clearing and grubbing, excavation, embankment, stabilization, drainage, storm pipe installation, drainage structures installation, and maintenance of traffic for the Jan Phyl Village drainage improvements outlined in the bid documents.

Receiving Period: Wednesday, January 28, 2026, Prior to 2:00p.m.

Bid Opening: Wednesday, January 28, 2026, 2:00p.m.

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

BIDDER REGISTRATION

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

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

Company Name: _____

Contact Person: _____

Mailing Address: _____

City:_____ State:_____ Zip Code:_____

Phone:_____ E-mail:_____

BID SUBMITTAL INSTRUCTIONS

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

Sealed Parcel Submittal:

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

Sealed Bid. DO NOT OPEN	
Sealed Bid Number	26-045
Bid Title	Combee Academy SRTS Sidewalk and Street Lighting
Due Date/Time:	January 28, 2026, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

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

Electronic Bid Submittal:

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

For PDF documents "Bid 26-045 – Title of Document"

For Excel Bid Sheets "Bid 26-045 – Bid Sheet"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for Bid Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

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

PART A – BIDDING REQUIREMENTS

INVITATION FOR BID

Name of Bid: Combee Academy SRTS Sidewalk and Street Lighting

BID NUMBER:	26-045
BID BOND IS REQUIRED PERFORMANCE AND PAYMENT BONDS ARE REQUIRED	
PRE-BID CONFERENCE**: Tuesday, January 13, 2026, at 9:00am in the Roads and Drainage conference room, located at 3000 Sheffield Road, Winter Haven, FL 33880.** An authorized representative or agent of the Bidder must be present at this meeting in person as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's bid will be considered non-responsive.	
BID DUE/DATE/TIME: January 28, 2026, PRIOR TO 2:00P.M.	
DATE/TIME OF BID OPENING: January 28, 2026, AT 2:00P.M. Or As Soon As Possible Thereafter	
PLACE OF BID OPENING: PROCUREMENT DIVISION, 330 WEST CHURCH STREET, ROOM 150, BARTOW, FLORIDA 33830	
DEADLINE FOR QUESTIONS FROM BIDDERS: Monday, January 19, 2026, by 4:00pm	

INSTRUCTION TO BIDDERS

1.0 Bids

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

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

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

- Part C – Bid Sheets and Acknowledgement Form,
  - With the manual signature of an authorized representative of the company or their designee,
  - Bid prices must be entered on the Part C – Bid Sheets and Acknowledgement Form (no other bid submittals will be accepted),
  - All information requested on BSU-2 and BSU-3 (or BSL-2 and BSL-3).

- Exhibit I, Bid Bond.
- Exhibit IV, Non-Collusion Affidavit of Prime Bidder.
- Exhibit VI, Affidavit of Percentage of Work (this requirement does not include Exhibit VIA and Exhibit VIB).
- All additional information requested as a “must” item in any Addendum.
- All corrections made by the Bidder to the Bid Sheets and Acknowledgement Form should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. Should a price correction not be acknowledged, lowest price will prevail.
- One original and one copy of the complete Bid Submittal must be tendered.

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

- These items include:

    - Exhibit II, Public Performance Bond
    - Exhibit III, Payment of Bond
    - 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 Workplace Form
    - Exhibit X, Safety Requirements/Regulations
    - Exhibit XVIII, Certificate of Compliance
    - Exhibit XIX, Affidavit Certification Immigration Laws
    - Exhibit XXII Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters
    - Exhibit XXIII Certification Regarding Lobbying
    - Exhibit XXIV, Scrutinized Companies Certification
    - Exhibit XXV, Employment Eligibility Verification (E-Verify) Certification
    - Exhibit XXVI Affidavit Regarding the Use of Coercion for Labor or Services
    - Part G FDOT Forms
    - 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 Performance and Payment Bonds 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, Performance, and Payment 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 Performance and Payment Bonds, 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 Performance and Payment Bonds, all signed exhibits, required insurance documents and other required information stated in the supplemental conditions or addendums within a reasonable time, the amount of the Bidder's bid security (Bid Bond) shall be forfeited and the recommendation of award shall be cancelled if such action is deemed to be in the best interests of the County. The Procurement Director will make the determination of "a reasonable time". It is recommended that the executed contract documents be returned to procurement within 10 working days of the documents being sent by procurement to the recommended Bidder for execution. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of their bid security or as a defense to any action based upon the neglect or refusal to execute the required agreement or furnish the required bonds and insurance certification.

13.0 Laws, Codes and Regulations

The Bidder shall familiarize itself and comply with all Federal, State, County and City laws, codes, ordinances or regulations controlling the action or operation of those engaged in

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

14.0 Safety Requirements/Regulations

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

14.2 The Bidder is hereby notified that if awarded the bid and it involves work such as maintenance, repair, turnaround, renovation, construction or engineering on chlorine disinfection facilities or other covered process(es) must be able to provide, at the request of the County, the following items for review: OSHA 300 Log for past five (5) years, current safety program, training program and experience with other related processes. Documented evidence showing compliance with confined space entry, lockout/tagout, emergency response and safe work is required. All contract workers must comply with the facility's safe work practices and controls outlined in the facility safety manual and operating procedures.

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

15.0 Liquidated Damages

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

16.0 Standard Basis for Bidding

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

17.0 Preconstruction Conference

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

18.0 Florida Public Entity Crime Statute

The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

19.0 Preference for Drug-Free Workplace-*Omitted intentionally, not applicable with Federal funding*.

20.0 Requirement to list Subcontractors

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

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

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

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

22.0 Equal Opportunity for Contractors and Subcontractors

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

23.0 Additions/Revision/Deletions

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

24.0 Unit Prices

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

25.0 Code of Ethics

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

26.0 Questions

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

27.0 Bid Protest

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

28.0 Prohibition Against Considering Vendor Interests

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

Local Preference *Omitted intentionally, not applicable with Federal funding*.

Vendor Preference- *Omitted intentionally, not applicable with Federal funding*.

PART B – CONDITIONS OF CONTRACT

GENERAL CONDITIONS

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 The Contract Documents comprise the entire contract between the County and the Contractor.

ARTICLE 2 – DEFINITIONS

2.1 Whenever used in any of the Contract Documents, the following meaning shall be given to the terms herein defined:

2.1. The term **"Addendum" or "Addenda"** means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the County to prospective Bidders prior to the time of receiving Bids.

2.2. The term **"Allowance Authorization Release"** means the written pre-approval forms signed by the County Manager or their designee for all allowance work.

2.3. The term **"Allowance Work"** means work that may not have been in the specifications and is deemed by the County to be necessary.

2.4. The term **"Application for Payment"** means the pay request accepted by the Construction Project Manager and the County which is to be used by the Contractor in requesting progress or final payments that is accompanied by such supporting documentation as is required by the Contract Documents.

2.5. The term **"Bid Submittal"** means the offer or submittal of the Bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

2.6. The term **"Bonds"** means the Bid, Performance, and Payment Bond and other instruments of security furnished by the Contractor and its Surety in accordance with the Contract Documents.

2.7. The term **"Change Order"** means any change that requires the County's approval and either includes a change in the work or a change in the Contract Time.

2.8. The term **"Construction Change Directive"** means any change initiated by the County where a change order has not been agreed to between the County and the Contractor.

2.9. The term **"Construction Project Manager"** means the architectural/engineering firm or individual retained by the County or in-house designated person designated to perform the construction management services for the Work. The Construction Project Manager can also be the County Project Manager.

2.10. The term **"County Project Manager"** means the Polk County representative in charge or employed by the County, for the purpose of directing or being in charge of the work embraced in this Contract.

2.11. The term **"Contract"** means the Contract executed by the County and the Contractor.

2.12. The term **"Contractor"** means the person, firm or corporation entering into the Contract with the County to construct and install the improvements embraced in this Contract.

2.13. The term **"Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers"** means the form that the Contractor must execute and submit with each Application for Payment certifying that the Contractor has paid all Subcontractors and Suppliers their respective pro rata share of all previous payments (to include payments of retainage) that the County has made to Contractor for Work that has been satisfactorily completed.

2.14. The term **"Contract Documents"** means and shall include the following: Special Conditions, Construction Plans, Drawings, Relocation Schedule Permits, Instruction to Bidders, General Conditions, Exhibits, Supplementary Conditions, Technical Reports, Technical Specifications, Bid Submittal, Bid, Performance, and Payment Bonds, all Addenda issued by the County, Certificates of Insurance, Permits, Notice of Award, Allowance Authorization Release Form, Change Order Form, Substantial Completion Form and Final Completion Form duly delivered after execution of Contract.

2.15. The term **"Contract Time"**, unless otherwise provided, means the period of time including adjustments by Change Order, allotted in the Contract Documents for final completion of the work.

2.16. The term **"County"** means Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.

2.17. The term **"Day"** shall be a calendar day unless otherwise defined in the Contract Documents. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a County Holiday as set forth below, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight will constitute a day.

When the Contract Time is specified as calendar days, workdays will be established in the Special Conditions. Workdays are defined as those days of the week and hours of the day that the Contractor may perform the scope of work defined in the Bid Document. The following County Holidays are non-workdays and are included in the original contract time. The County will not grant additional days for workdays that fall on County Holidays. County Holidays are: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve and Christmas Day, all as adopted by the Board of County Commissioners. The Contractor may request permission to work on a County Holiday. The Contractor shall submit their request to work on a County Holiday a minimum of

seven (7) calendar days in advance of the Holiday. However, the County is under no obligation to approve such request, and approval to work on a County Holiday is at the sole discretion of the County.

2.18. The term **"Drawings"** means the Drawings or construction plans listed in Part F.

2.19. The term **"Effective Date of the Contract"** means the date on which the contract has been approved by the Board of County Commissioners.

2.20. The term **"Engineer of Record (EOR)"** means the architectural/engineering firm or individual retained by the County or in-house designated person designated to perform the design engineering services for the Work. The Engineer of Record can also be the County Project Manager.

2.21. The term **"Field Order"** means a written direction to the Contractor from the **Construction Project Manager** that modifies Drawings and Specifications without changing Contract Price or Contract Time.

2.22. The term "**Final Completion**" means completion of all Work associated with the construction of the project, including all incomplete items, those items to be re-worked, and all contract close out documentation (i.e., Owner's Manuals, final as-builts and record drawings, and final application for payment).

2.23. The term **"Free on Board" (FOB)** means the cost of the goods including the shipment to the job site.

2.24. The term **"Good Faith Efforts"** means documented efforts to secure the participation of women and/or minority-owned subcontractors utilizing available resources to assist Bidder.

2.25. The term **"Lump Sum"** means that portion of the total contract amount that is fixed as a result of the amount of the bid submitted by the Contractor. If there is no "Allowance for Work" this amount is the total Contract amount. If there is an "Allowance for Work" then the bid price and the amount of the "Allowance for Work" becomes the total Contract amount

2.26. The term **"Not to Exceed"** means that portion of the total Contract amount described as "Allowance for Work" that along with the amount of the bid submitted by the Contractor becomes the total Contract amount. Changes in the Work submitted by the Contractor that are eligible and approved for funding from the "Allowance for Work" shall not exceed the amount provided a "Allowance for Work" either in a single request or cumulative during the performance of the Work.

2.27. The term **"Notice of Award"** means the written notice issued by the County to the successful bidder.

2.28. The term **"Notice to Proceed"** means a written notice issued by the Procurement Division to the Contractor fixing the date on which the Contract Time will commence and the final completion date which is based on the number of contract days.

2.29. The term **"Project Area"** means the Roadway Project as defined in Section 1 of the Special Conditions.

2.30. The term **"Procurement Director"** means the Director of Polk County Procurement Division or their authorized representatives.

2.31. The term **"Start Date"** means the date of commencement of the work.

2.32. The term **"Subcontractor"** means a person or entity who has direct contact with the Contractor to perform a portion of the Work, to include a person or entity who provides equipment to support completion of the Work under an equipment-rental agreement.

2.33. The term "**Substantial Completion**" means the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents, so the County can occupy or utilize the work for its intended purpose.

2.34. The term **"Supplier"** means a person or entity that furnishes materials or equipment that is incorporated into the Work or that is stockpiled within the Project Area or a nearby vicinity for which the County has made partial payment.

2.35. The term **"Technical Reports"** means the reports issued by the County or the Project Manager consisting of written technical material such as soil reports.

2.36. The term **"Unit Price"** means the amount stated in the contract documents as a price per unit of measurement for materials or services required in the work.

2.37. The term "**Utility Work by Roadway Contractor"** means utility plans prepared by a utility owner and made part of this Contract by agreement with the County.

2.38. The term **"Work"** means the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor; furnishing and incorporating material and equipment in the construction; performing or furnishing services; and furnishing documents, all as required by the Contract Documents.

2.39. The term **"Requests for Information (RFI)"** means a written document initiated by the Contractor that is submitted to the Construction Project Manager for coordination with the County and others on a response to any of the following issues:

a. Interpretation of a contract document provision, the meaning of which, is not clear to the Contractor;
b. Errors, omissions or conflicts in the contract documents that are identified by the Contractor; or
c. Pay adjustment or entitlement.

The Construction Project Manager will respond to RFI's within fourteen (14) calendar days from the date received.

ARTICLE 3 – PRELIMINARY MATTERS

3.1 Delivery of Bonds

3.1. When the **Contractor** delivers the executed Contract to the **County**, the **Contractor** shall also deliver to the **County** such Bonds and insurance as may be required in accordance with these Contract Documents.

3.2. Copies of Documents

3.2.1. After the award of the Contract, the **County** shall furnish the **Contractor**, at no cost, five (5) sets of plans and one (1) Contract Document for execution of the work. Additional sets will be supplied at the discretion of the user divisions.

3.3. Commencement of Contract Time; Notice to Proceed

3.3.1. The Contract Time shall commence as established in the Notice to Proceed. A Notice to Proceed may be given at any time after the execution of the Contract by the Chairman of the Board of County Commissioners and after a pre-construction meeting, if applicable.

3.4. Starting the Work

3.4.1. The **Contractor** shall begin the Work on the start date established in the Notice To Proceed. No work shall be done prior to the date on which the Contract Time commences. Any work performed by the **Contractor** prior to the date on which Contract Time commences shall be at the sole risk of the **Contractor**.

3.5. Before Starting Construction

3.5.1. Before undertaking each part of the Work, the **Contractor** shall carefully study and compare the Contract Documents; check and verify pertinent figures shown thereon and all applicable field measurements. The **Contractor** shall promptly report, in writing, to the **Construction Project Manager** and the **County** any conflict, error, ambiguity or discrepancy which the **Contractor** may discover and shall obtain a written interpretation or clarification from the **Construction Project Manager** before proceeding with any Work affected thereby. The **Contractor** shall be liable to the **County** for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, if the **Contractor** knew or reasonably should have known thereof.

3.5.2. Prior to the Notice to Proceed (unless otherwise specified in the General Requirements), the **Contractor** shall submit to the **Construction Project Manager** and the **County** for review and ultimate approval the following:

3.5.2.1. A preliminary schedule of the required shop drawings and submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal.

3.5.2.2. A preliminary Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Price. The schedule of values should subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction with sufficient breakdown of lump sum prices to identify items of work. Such amounts will include an appropriate amount of overhead and profit applicable to each item of work. A copy of the schedule of values, with the appropriate bid number and the appropriate W/MBE classification in accordance with Section 17.1 shall be sent to the Procurement Division at 330 West Church Street, Bartow, Florida 33831.

3.5.2.3. A Construction Schedule according to FDOT Specification 8-3.2, Submission of Working Schedule as detailed in the Specification Package included in this Contract. This construction schedule shall be updated and accompany every application for payment submitted. Should the updated construction schedule show any portion of the Work to be behind, the Contractor shall submit with the updated construction schedule a detailed plan for recovery. This updated construction schedule shall be reviewed and approved by the Construction Project Manager or the County at the time of a construction progress meeting that coincides with the submission of the progress application for payment. Failure to submit this recovery plan with the updated construction schedule will cause the application for payment to be rejected until such time the recovery plan is submitted.

3.5.2.4. If a Traffic Control Plan (TCP) is provided in the construction plans and the Contractor intends to use that plan to maintain traffic, the Contractor shall provide a letter to the County stating that the provided TCP will be implemented for this contract. The Contractor may propose an alternative TCP according to the requirements FDOT Standard Specification 102-4 Alternative Traffic Control Plan for consideration by the County. Any alternative TCP must be approved by the County before it can be implemented and shall be prepared at no additional cost to the County. The cost for preparing the TCP shall be included in the lump sum unit price for pay item 102-1 Maintenance of Traffic LS.

3.5.2.5. All lane and/or road closures require approval of the County. The Contractor shall submit a completed Request for Lane or Road Closure form (Contract Exhibits XXII and XXIII) to the Construction Project Manager at least ten (10) working days prior to a road closure and at least seven (7) working days prior to a lane closure. The request must include a complete Traffic Control Plan showing the proposed closure and locations of all signs and traffic control devices. No closures shall be implemented without County approval.

3.5.3. Prior to the effective date of the Contract, the **Contractor** shall deliver to the **County**, with copies to each additional insured identified in the Supplementary Conditions, an original certificate of insurance (and other evidence of insurance which the **County** may reasonably request) which the **Contractor** is required to purchase and maintain in accordance with Article 6.

3.5.4. Before any Work at the site is started, a pre-construction meeting attended by the **Contractor, County Project Manager, Procurement**

Representative, Construction Project Manager and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in 3.5.2, procedures for handling shop drawings and other submittals, processing applications for payment, maintaining required records, and establishing the Notice to Proceed date. After the pre-construction meeting, the **Contractor** shall have ten (10) calendar days to make corrections and adjustments to their schedules and resubmit to the County for review and acceptance. No progress payment shall be made to the **Contractor** until the schedules are submitted to and deemed acceptable by the **Construction Project Manager**; but such acceptance will neither impose on the **Construction Project Manager** responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve the **Contractor** from the **Contractor's** full responsibility.. The **Contractor's** schedule of shop drawings and submittals will be acceptable to the **Construction Project Manager** as providing a workable arrangement for reviewing and processing the required Submittals. The **Contractor's** schedule of values shall be approved by the **Construction Project Manager** and the **County** as to form and substance.

3.5.5. The **Contractor**, in addition to preparing an initially acceptable schedule, shall be responsible for maintaining the schedule, including updating the schedule. Schedule updates shall include progression of work as compared to scheduled progress of work. SCHEDULE UPDATES MUST ACCOMPANY EACH PAY REQUEST

ARTICLE 4 – CONTRACT DOCUMENTS, GOVERNING LAW AND VENUE, INTENT, DISCREPANCIES, AMENDING AND REUSE

4.1 Precedence

4.1.1. The Contract Documents comprise the entire agreement between the **County** and the **Contractor** concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Laws of the State of Florida; Venue shall be Polk County.

4.1.2. Unless otherwise specified in the Contract Documents, these General Conditions and the Contract Special Conditions replace the current Division I of the FDOT Standard Specification for Road and Bridge Construction. Division II Construction Details and Division III Materials in the FDOT Standard Specifications for Road and Bridge Construction, including all revisions current at the time of the bid, shall apply to this project. The applicable publication date of this document is prescribed in the plans.

4.1.3. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, material or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases

which have a well-known technical or construction industry or trade meaning are used to describe the Work, material or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the drawings and specifications shall be issued by the Construction Project Manager.

4.1.4. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in 4.3.1 or 4.3.2, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents) and the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

4.1.5. Reference to standards, specifications, manuals or codes of any technical society, organization or associations, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, version, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

4.1.6. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

4.1.7. The Contractor shall keep adequate records and supporting documentation applicable to the Work and Contract. Said records and documentation shall be retained by the Contractor for a minimum of five (5) years from the date of final completion or termination of this Contract. The County shall have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of the Contract and for a period of five (5) years thereafter provided, however, such activity shall be conducted only during normal business hours. The County, during this period of time, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and supporting documentation.

4.2. Conflicts

4.2.1. If, during the performance of the Work, the **Contractor** discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or

Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in 7.4, the **Contractor** shall report it to the **Construction Project Manager** and **County Project Manager** in writing at once via the Request for Information (RFI) process; and the **Contractor** shall not proceed with the Work affected thereby (except in an emergency as authorized by 7.13) until receiving written direction from the **Construction Project Manager** or an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in 4.3.1 or 4.3.2.

4.2.2. No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of the **County, Contractor** or **Construction Project Manager**, or any of their subcontractors, consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the **County**, **Construction Project Manager** or any of the **Construction Project Manager's** consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

4.3. Amending

4.3.1. The Contract Documents may be amended to provide for additions, deletions and revisions to the Work by a Change Order or an Allowance Authorization.

4.3.2. In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized by a Field Order or the **Construction Project Manager's** written interpretation or clarification.

4.4. Reuse of Documents

4.4.1. The **Contractor**, any Subcontractor, Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the **County** shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the **Construction Project Manager** or the **Construction Project Manager's** consultant; and shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of the **County** and specific written verification or adaption by the **Construction Project Manager.**

ARTICLE 5 – PROJECT CONDITIONS

5.1 Availability of Lands

5.1.1. The **County** shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the **Contractor.**

5.1.2. Any additional lands, rights-of-way and easements not furnished by the **County** that the **Contractor** deems necessary, including but not limited to requirements for temporary construction facilities, access and egress, or for storage, shall be obtained in writing from the affected landowner by the **Contractor** at no increase in contract price or extension in contract time, and **Contractor** shall confine his operations to those areas furnished by the **County** or obtained at its expense. The **Contractor** shall hold the **County** harmless for all liabilities associated with said work outside the project area. Before mobilizing or storing any materials or equipment, the **Contractor** shall identify the areas to be used for storage in writing to the **County**. If property other than **County** right-of-way is proposed for storage, the **Contractor** shall provide the **County** a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property.

5.2. Subsurface and Physical Conditions

Copies of any reports of exploration and tests of subsurface conditions at or contiguous to the site that have been utilized in preparing the Contract Documents are included in the Contract Documents.

5.3. Limited Reliance by Contractor Authorized Technical Data

The **Contractor** may rely upon the general accuracy of the "technical data" contained in reports and drawings provided by the **County**. Such "technical data" is identified in the Contract Documents. Except for said reliance on such "technical data," the **Contractor** may not rely upon or make any claim against the **County, the Construction Project Manager** or any of the **Construction Project Manager's** consultants with respect to:

5.3.1.1. the completeness of these reports and drawings for the **Contractor's** purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by the **Contractor** and safety precautions and programs incident thereto; or

5.3.1.2. other data, interpretations, opinions and information contained in said reports or shown or indicated in said drawings; or

5.3.1.3. any **Contractor** interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

5.4. Unknown or Concealed Conditions (Excluding Existing Utilities)

5.4.1. If conditions are encountered, excluding existing utilities, at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those

ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the **Contractor** shall give the **County** notice, through the **Construction Project Manager**, immediately before conditions are disturbed and in no event no later than 24 hours after first observance of the conditions.

5.4.2. The **Project Manager** and the **Construction Project Manager** shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the **Contractor's** cost of, or time required for, performance of any part of the Work, the **Project Manager** and the **Construction Project Manager** shall recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the **Project Manager** and the **Construction Project Manager** determine that the conditions at the site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Contract is justified, the **Construction Project Manager** shall notify the **Contractor** of the determination in writing. The Work shall be performed after the **Construction Project Manager** provides direction**.**

5.5. Physical Conditions – Underground Facilities

5.5.1. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the **County** or the **Construction Project Manager** by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

5.5.1.1. The **County** and the **Construction Project Manager** shall not be responsible for the accuracy or completeness of any such information or data; and

5.5.1.2. The cost of the following will be included in the Contract Price and the **Contractor** shall have full responsibility for (i) reviewing and checking all such information and data; (ii) locating all Underground Facilities shown or indicated in the Contract Documents; (iii) coordination of the Work with the owners of such Underground Facilities during construction; and (iv) the safety and protection of all such Underground Facilities as provided in 7.11 and repairing any damage resulting from the Work.

5.5.2. If an Underground Facility is uncovered or revealed within the project which was not shown or indicated in the Contract Documents, the **Contractor** shall, promptly after becoming aware of and before further disturbing conditions affected by or performing any Work in connection therewith (except in an emergency as required by 7.14), identify the owner of such Underground Facility and give written notice to that owner and to the **County** through the **Construction Project Manager**. The **County Project Manager** and the **Construction Project Manager** will promptly review the Underground Facility and determine the appropriate course of action, if any. If the **County Project Manager** concludes that a change in Contract time is required, a Change Order will be issued as provided in Article 13 to reflect and document such consequences. During such time, the **Contractor** shall be responsible for the safety and protection of such Underground Facility as provided in 7.11. If the

County and the **Contractor** are unable to agree on the length of time of any such adjustment in Contract Time, the **Contractor** may make a claim as provided in Article 13. However, the **County** and the **Construction Project Manager** shall not be liable to the **Contractor** for any claims, costs, losses or damages incurred or sustained by the **Contractor** on or in connection with any other project or anticipated project.

5.6. Engineering and Layout

5.6.1. 5.6.1 Control Points Furnished by the **County**: The **County** will provide centerline control points (Begin Project, End Project, PIs, PTs, etc.) and bench marks at appropriate intervals along the line of the project to facilitate the proper layout of the work. Normally, the **County** will furnish only one bench mark for water crossings. Preserve all reference points and bench marks that the **County** furnishes. As an exception to the above, for projects where the plans do not show a centerline or other survey control line for construction of the work (e.g., resurfacing, safety modifications, etc.) the **County** will provide only points marking the beginning and ending of the project, and all exceptions.

5.6.2. Furnishing of Stake Materials: Furnish all stakes, templates, and other materials necessary for establishing and maintaining the lines and grades necessary for control and construction of the work.

5.6.3. Layout of Work: Utilizing the control points furnished by the **County** in accordance with 5.6.1, establish all horizontal and vertical controls necessary to construct the work in conformity to the Contract Documents. Perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge, and miscellaneous items. When performing utility construction as part of the project, establish all horizontal and vertical controls necessary to carry out such work.

5.6.4. Specific Staking Requirements: When performing new base construction as part of the project, set stakes to establish lines and grades for subgrade, base, curb, and related items at intervals along the line of the work no greater than 50 feet on tangents and 25 feet on curves. Set grade stakes at locations that the **County** directs to facilitate checking of subgrade, base, and pavement elevations in crossovers, intersections, and irregular shaped areas.

5.6.4.1. For bridge construction stakes and other control, set references at sufficiently frequent intervals to ensure construction of all components of a structure in accordance with the lines and grades shown in the plans.

5.6.4.2. For projects where the plans do not show a centerline or other survey control line for construction of the work (resurfacing, safety modifications, etc.), provide only such stakes as necessary for horizontal and vertical control of work items.

5.6.4.3. For resurfacing and resurfacing-widening type projects, establish horizontal controls adequate to ensure that the asphalt mix added matches with the existing pavement. In tangent sections, set horizontal

control points at 100 foot intervals by an instrument survey. In curve sections, set horizontal control points at 25 foot intervals by locating and referencing the centerline of the existing pavement.

5.6.4.4. Establish by an instrument survey, and mark on the surface of the finished pavement at 25 foot intervals, the points necessary for striping of the finished roadway. As an exception, for resurfacing and resurfacing/widening projects, establish these points in the same manner as used for horizontal control of paving operations. Mark the pavement with white paint. If performing striping, the **County** may approve an alternate method for layout of striping provided that the **Contractor** achieves an alignment equal to or better than the alignment that would be achieved using an instrument survey.

5.6.4.5. For projects that include temporary or permanent striping of "no passing zones", provide the location and length of these zones as shown in the plans, except projects where the vertical or horizontal alignment is new or altered from preconstruction alignment. For projects that consist of new or altered vertical or horizontal alignment, the **County** will provide the location and length of the "no passing zones" during construction. For these projects, notify the **Construction Project Manager** not less than twenty-one (21) calendar days prior to beginning striping.

5.6.4.6. For all projects, set a station identification stake at each right-of-way line at 100 foot intervals and at all locations where a change in right-of-way width occurs. Mark each of these stakes with painted numerals, of a size readable from the roadway, corresponding to the project station at which it is located. As an exception to the above, for projects where plans do not show right-of-way lines, set station identification stakes at locations and intervals appropriate to the type of work being done. For resurfacing and resurfacing/widening projects, set station identification stakes at 200 foot intervals.

5.6.5. Personnel, Equipment, and Record Requirements: Employ only competent personnel and use only suitable equipment in performing layout work. Do not engage the services of any person or persons in the employ of the **County** for performance of layout work. Keep adequate field notes and records while performing as layout work. Make these field notes and records available for the **Construction Project Manager** review as the work progresses, and furnish copies to the **County** at the time of completion of the project. The Engineer's inspection, checking, or acceptance of the **Contractor's** field notes or layout work does not relieve the **Contractor** of his responsibility to achieve the lines, grades, and dimensions shown in the Contract Documents. Prior to final acceptance of the project, mark, in a permanent manner on the surface of the completed work, all horizontal control points originally furnished by the **County.**

5.6.6. Payment: Include the cost of performing layout work as described above in the Contract unit prices for the various items of work that require layout.

5.7. Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material

5.7.1. The **County** shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive material or any hazardous material uncovered or revealed at the site which was not shown or indicated in drawings or specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. The **County** shall not be responsible for any such material brought to the site by the **Contractor**, Subcontractor, Suppliers or anyone else for whom the **Contractor** is responsible.

5.7.2. The **Contractor** shall immediately: (i) stop all work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by 7.13); and (ii) notify the **County** and the **Construction Project Manager** (and thereafter confirm such notice in writing). The **County** shall promptly consult with the **Construction Project Manager** concerning the necessity for the **County** to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. The **Contractor** shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after the **County** has obtained any required permits related thereto and delivered to the **Contractor** special written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of work; or (ii) specifying any special conditions under which such Work may be resumed safely.

5.7.2.1. If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of such work stoppage or such special conditions under which Work is agreed by the **Contractor** to be resumed, either party may make a claim therefore as provided in Articles 12 and 13.

5.7.3. If, after receipt of such special written notice, the **Contractor** does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such work under such special conditions, then the **Contractor** may order such portion of the work that is in connection with such hazardous conditions or in such affected area to be deleted from the Work. If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in Articles 12 and 13. The **County** may have such deleted portion of the Work performed by the **County's** own forces or others in accordance with Article

5.7.4. The provisions of 5.2 and 5.5 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

Article 6 - BONDS, INSURANCE, INDEMNIFICATION

6.1 Performance and Payment Bonds and Other Bonds

6.1.1. The **Contractor** shall furnish a Performance and a Payment Bond, unless otherwise stated in the Invitation for Bid, in an amount equal to the amount recommended for award, as security for the faithful performance and payment of all the **Contractor's** obligations under the Contract Documents. This Bond shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents. The **Contractor** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as otherwise provided by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated AVIII or better.

6.1.2. The **Contractor** shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bond in the same amount of one or more change orders.

6.1.3. The bonds required by the Contract Documents to be purchased and maintained by the **Contractor** shall be obtained from a surety that is duly licensed or authorized in the State of Florida to issue bond for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certify copy of authority to act. Such surety shall also meet such additional requirements and qualifications as may be provided in the Contract Documents.

6.1.4. If the surety on any bond furnished by the **Contractor** is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 6.1.1, the **Contractor** shall within ten (10) work days thereafter substitute another bond and surety, both of which must be acceptable to the **County**.

6.2. Warranty / Maintenance Bond

6.2.1. The **Contractor** shall provide the required Warranty / Maintenance Bonds according to the requirements of the FDOT Standard Specifications for Road and Bridge Construction. Typically, a Warranty/Maintenance Bond is required for Landscaping or Traffic Signal work.

6.3. Certificates of Insurance

6.3.1. All insurance required by the Contract Documents to be purchased and maintained by the **Contractor** shall be obtained from an insurance company that is duly licensed or authorized in the State of Florida to issue insurance policies for the limits and coverages so required. Such insurance companies shall also meet such additional requirements and qualifications as may be provided in the Contract Documents.

6.3.2. The **Contractor** shall deliver to the **County**, with copies to each additional insured identified in 6.4.1, certificates of insurance (and other evidence of insurance requested by the **County** or any other additional insured such as policy endorsements and copies on actual insurance policies if requested) which the **Contractor** is required to purchase and maintain in accordance with 6.4.1.

6.4. Contractor's Liability Insurance

6.4.1. The **Contractor** shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and furnished and will provide protection from claims set forth below which may arise out of or result from the **Contractor's** performance and furnishing of the Work and the **Contractor's** other obligations under the Contract Documents, whether it is to be performed or furnished by the **Contractor**, subcontractor, supplier or anyone for whose acts any of them may be liable. The **Contractor** shall purchase and maintain insurance in force during the contract period with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category, and acceptable to the **County** the following insurances. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

a. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida:	Yes
Employer's Liability:	$100,000
All States Endorsement:	Statutory
USL & H Endorsement:	Statutory
Voluntary Compensation:	Statutory

b. Commercial General Liability Insurance, naming the County as an additional insured and/or Owner Protective Liability, when required by the County's Risk Manager, Contractual, Products and Completed Operations Liability coverage on an occurrence policy form in limits not less than those listed and deductible amounts not to exceed $25,000.

Aggregate Combined:	$5,000,000
Each Occurrence:	$5,000,000
M&C/CGL:	$5,000,000
Broad Form CGL:	$5,000,000
Contractual Liability:	$5,000,000
Products:	$5,000,000
Completed Operation:	$5,000,000
Personal Injury:	$5,000,000
Independent Contractors:	$5,000,000
XCU Property Damage Excel:	$5,000,000
Umbrella Liability:	
Contractors Pollution Legal	$5,000,000

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	$5,000,000
Combined Single Limit Each Accident	

6.4.2. These policies will provide that:

1) The insurer(s) waive their rights of subrogation against the **County**, their officials, employees, agents and consultants for Workers' Compensation and General Liability.
2) The **County**, a political subdivision of the State of Florida, shall be named as an additional insured with respect to liability arising from the work performed for the **County** by the **Contractor** (as defined by the scope of this bid and subsequent contract) for Automotive and General Liability policies of insurance. This should be stated on Certificate(s) of Insurance and subsequently endorsed into the policies. A thirty (30) day written notice of cancellation and ten (10) day notice of non-payment is required. Renewal notices to be sent to the Procurement Division.
3) The **Contractor** shall not be given Notice to Proceed under this contract until it has obtained all the insurance required by the Contract Documents and such insurance has been approved by the **County**. The original insurance certificates shall be given to:

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

6.4.3. The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.

6.4.4. Notwithstanding any other provision of these documents to the contrary, the **Contractor** shall not provide Builder's Risk or Architects' and Engineers' Construction Project Manager Liability Insurance unless specially requested by the **County**. The **County** has Builder's Risk coverage and will provide the **Contractor** with appropriate Certificate of Insurance upon request. The County's Builder's Risk policy does not insure the **Contractor's** tools, machinery or equipment that is stored at the job site. If the **Contractor** is required to store tools, machinery or equipment at the job site, the **Contractor** should provide insurance in the form of an equipment floater for the **Contractor's** tools and equipment. The **County** should be named as an additional insured on the **Contractor's** policy, with an appropriate waiver of subrogation as to any claims the **Contractor** or the Contractor's insurer may have against the **County** arising from the storage of the **Contractor**'s tools and equipment.

6.4.5. The **Contractor** shall not allow a subcontractor to work on a project without either subcontractor carrying their own Workers' Compensation and Liability

insurance or the **Contractor** covering the subcontractor under their policies. The policy is the same for each succeeding sub-tier contractor. The **County** may request proof of such coverage for any subcontractor at any time during the project.

6.4.6. Any additional insurance, if required, will be set forth in the Special Conditions.

6.5. Receipt and Application of Insurance Proceeds

6.5.1. Any loss for Builders Risk under the policies of insurance required by this Contract shall be payable to the **County,** as loss payee, for the insured as their interest may appear. The **County** shall account for all money received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged work shall be repaired or replaced; the money so received applied on account thereof; and the work and cost thereof covered by an appropriate Change Order or written amendment as determined by the **County**.

6.5.2. The **County**, as loss payee has the power to adjust and settle any loss with the insurers. If such objection is made, the **County**, as loss payee, shall make settlement with the insurers in accordance with such agreement as the parties and interests may reach. If no such agreement among the parties and interests is reached, the **County**, as loss payee, shall adjust and settle the loss with the insurers.

6.6. Indemnification

6.6.1. The **Contractor** shall indemnify, defend (by counsel reasonably acceptable to **County**) and hold harmless the **County** and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses and expenses, including attorney fees, including, but not limited to or resulting from the performance of its Work, provided that any such liability, claim, suit, demand, damage, loss or expenses (a) is attributable to bodily injury, personal injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting therefrom; and (b) is caused in whole or in part by an act or omission of the **Contractor**, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

6.6.2. In any and all claims against the **County** or any of its agents or employees by any employee of the **Contractor**, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensations or benefits payable by or for the **Contractor** or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.6.3. The **Contractor** shall indemnify and hold harmless the **County** and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses or expenses (including attorney fees) arising out of any infringement of patent or copyrights held by others; and shall defend all such claims in connection with any alleged infringement of such rights.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.1 Supervision and Superintendence

7.1.1. The **Contractor** shall provide at all times when the Work is being executed a competent superintendent to supervise and direct the Work in accordance with the Contract Documents. The superintendent shall speak and understand English and have at least one other responsible person who speaks and understands English. The superintendent shall not be replaced without written notice to the **County**, through the **Construction Project Manager**, except under extraordinary circumstances. Prior to the commencement of the Work the **Contractor** shall provide a resume of the superintendent that will be assigned the responsibility to supervise the Work. If in the judgment of the **County** the proposed superintendent lacks the experience, skills and expertise to competently and efficiently supervise and direct the Work, then the **County** may require the **Contractor** to assign a different superintendent and the **Contractor** will be required to submit the resume of the replacement for the same consideration as before. The superintendent will be the **Contractor's** representative at the site and shall have authority to act on behalf of the **Contractor.** All communications to the superintendent shall be as binding as if given to the **Contractor**. If during the commencement of the work, the **County** is not satisfied with the superintendent's work, the **County** shall have the right to request a replacement superintendent and the **Contractor** will be required to submit the resume of the replacement for the same consideration as before.

7.1.2. The **Contractor** shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The **Contractor** shall be responsible to see that the completed Work complies accurately with the Contract Documents.

7.2. Labor, Material and Equipment

7.2.1. The **Contractor** shall provide and pay for competent, suitable, qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The **Contractor** shall at all times maintain good discipline and order on the site.

7.2.2. The **Contractor** shall furnish and pay for all material, equipment, labor, transportation, construction equipment machinery, tools, appliances, fuel, power, light, heat, telephone, water facilities, sanitary facilities, all other facilities and all other incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as

required by the Contract Documents. Equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the **Contractor** and the **Contractor** shall immediately notify the **County** and the **Construction Project Manager** of the incident and cleanup / repair efforts. The **Contractor** shall clean up and dispose of any hazardous material according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the **County**.

7.2.3. All material and equipment shall be new and of good quality, except as otherwise provided in the Contract Documents. The **Contractor** shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the **County** immediately upon delivery or as soon thereafter as is practical. If silent in specifications, then the most acceptable industry-standard product shall be furnished and installed, as approved by the **Construction Project Manager**.

7.2.4. All material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, except as otherwise provided in the Contract Documents.

7.3. Substitute Material or Equipment

7.3.1. If the **Contractor** wishes to furnish or use a proposed substitute after the award of the Contract, it shall within thirty (30) calendar days after Notice to Proceed make written application to the **Construction Project Manager** and the **Project Manager** for consideration of such substitute, certifying in writing that the proposed substitute: will perform adequately the duties imposed by the general design; be similar and of equal substance or quality to that specified; and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the prior written approval of the **Construction Project Manager.** The application shall also contain an itemized estimate of all costs that may result directly or indirectly from acceptance of such substitute, including costs of redesign, delays, maintenance and claims of other contractors affected by the resulting change, all of which shall be considered by the **Project Manager** and the **Construction Project Manager** in evaluating the proposed substitute. Approval of any change in costs or schedule as a result of acceptance of the substitute by the **Construction Project Manager** shall be by Change Order.

7.3.2. This paragraph applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) initiated and developed by the **Contractor** for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of the end result. VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The **Contractor** must state that they

are submitting a VECP proposal. The VECP shall be submitted to the **County** through the **Construction Project Manager**. The **County** reserves the right to reject, at their discretion, any VECP submittal. As a minimum, the following information shall be submitted by the **Contractor** with each VECP:

1) A description of the difference between the existing contract requirement and the proposed change;

2) The comparative advantages and disadvantages; and

3) Separate detailed cost estimates for both the existing contract requirement and the proposed change.

If a VECP is approved by the **County**, the **Contractor** may be entitled to share in the savings up to fifty percent (50%).

7.4. Concerning Subcontractors

7.4.1. The **Contractor** shall be fully responsible for all acts and omissions of their Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by the **Contractor**. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the **County** or any obligation on the part of the **County** to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The **County** may furnish to any Subcontractor, to the extent practical, evidence of amounts paid to the **Contractor** for specific Work done.

7.4.2. The **Contractor** shall identify and provide information on Subcontractors, Suppliers and other persons or organizations which shall be used by the **Contractor**, in accordance with requirements of the Contract Documents.

7.4.3. The divisions and sections of the Specifications and the identifications of any Drawings shall not control the **Contractor** in dividing work among Subcontractor or delineating the Work to be performed by any specific trade.

7.4.4. The **Contractor** agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents, including but not limited to the General Conditions and Supplementary Conditions, for the benefit of the **County.**

7.4.5. All Work performed for the **Contractor** by a Subcontractor shall be pursuant to an appropriate written agreement between the **Contractor** and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the **County** as trustee. The **Contractor** shall pay each Subcontractor an appropriate amount, determined by the value of the Work, of any insurance monies received by the **Contractor** under this insurance.

7.5. Patent Fees and Royalties

7.5.1. The **Contractor** shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. The **Contractor** shall indemnify and hold harmless the **County** and its employees and agents from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

7.6. Permits

7.6.1. The **Contractor** shall obtain and pay for all construction permits, licenses, governmental charges, inspection fees and all public utility charges which are applicable and necessary for the execution of the Work. These costs are considered incidental to the Work. Permits, if any, that are provided and paid for by the **County**, are listed in the Contract Documents. Any delays associated with the permitting process will be considered for time extensions only; however, no damages or additional compensation for delay will be allowed.

7.6.2. As required by the appropriate Water Management District (WMD), before beginning any dewatering activities, (whether it is discharged offsite or not), the WMD must be notified. The **Contractor** shall provide the **County** with a forty eight (48) hour advance notification of any de-watering activities so the **County** can properly notify the WMD. If the **Contractor**'s dewatering activity results in offsite discharge to wetlands or surface waters, a permit modification of the original construction permit would be required. Furthermore, if the **Contractor**'s dewatering activity results in offsite discharge to wetlands or surface waters, the **Contractor** is to prepare a written dewatering plan and submit said plan to the **County** and the appropriate WMD for approval. The cost for preparing the dewatering plan, the installation thereof and the dewatering shall be included in the unit price for the work requiring dewatering.

7.7. Laws and Regulations

7.7.1. The **Contractor** shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the **Contractor** observes that any of the Contract Documents are contradictory to such laws, rules and regulations, it will notify the **Construction Project Manager** promptly in writing. Any necessary changes shall then be adjusted by an appropriate Change Order. If the **Contractor** performs any Work that they know or should have known to be contrary to such laws, ordinances, rules and regulations and without such notice to the **Construction Project Manager**, the **Contractor** shall bear all related costs.

7.8. Taxes

7.8.1. The **Contractor** shall pay all sales, consumer, use and other similar taxes required to be paid by the **Contractor** in accordance with the Laws and Regulations of the place of the project which are applicable during the performance of the Work.

7.9. Use of Premises

7.9.1. The **Contractor** shall confine their equipment, storage of material, storage of equipment and the operations of their workers to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents. The **Contractor** shall not unreasonably encumber the site with material and equipment. Any loss or damage to the **Contractor's** or any Subcontractor's equipment is solely at the risk of the **Contractor**.

7.9.2. During the progress of the Work, the **Contractor** shall keep the premises free from accumulations of waste material, rubbish and other debris or contaminates resulting from the Work. At the completion of the Work, the **Contractor** shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The **Contractor** shall leave the site clean and ready for occupancy by the **County** at substantial completion of the Work. All disposals shall be in accordance with applicable laws and regulations. In addition to any other rights available to the **County** under the Contract Documents, the **Contractor**'s failure to maintain the site may result in withholding any amounts due the **Contractor**. The **Contractor** shall restore to original condition all property so designated for alteration by the Contract Documents.

7.9.3. The **Contractor** shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The **Contractor** shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

7.10. Record Documents

7.10.1. The **Contractor** shall maintain in a safe place at the site, one (1) record copy of all Drawings, Specifications, Addenda, Permits, Change Orders, Change Requests, Field Orders correspondence, field test records, **Contractor**'s daily reports and construction photographs, and written interpretations and clarifications in good order, and annotated to show all changes made during construction. These record documents, together with all approved samples and shop drawings, will be available at all times during regular working hours to the **Construction Project Manager** and the **County**. In addition, the **Contractor** shall submit on a daily basis, two (2) copies of the preceding day's daily report to the **County** through the **Construction Project Manager**. The record drawings shall be marked up as the Work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well organized

manner and are to include the elevation and plan location of all utilities, structures, etc., encountered or installed. A "record" survey book shall be kept and shall include the following items:

1. The location and elevation of all existing Underground Facilities, utilities and structures, etc. encountered.
2. The finished location and elevation of all Underground Facilities, utilities and structures installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, curbs, driveways, pavement and any and all underground structures.

7.10.2. All record notes shall be kept in book(s) designed "record" and no other survey notes will be kept in such books. The **Contractor** will be required to review with the **County** the status of the “as built” plans and the record survey notes in connection with the **County** evaluation of each Application for Payment. Failure to maintain record documents current shall be just cause to withhold payments for Work performed. Upon completion of the Work, the **County** shall deliver to the **Contractor** a reproducible set of current Plans. The **Contractor** will transfer all his "as-built" information to these reproducibles and deliver the resultant as-built set of plans, together with the record survey book to the **Construction Project Manager** for the **County**. Each completed set of "As-Built" drawings must include on its face, a certified statement by the **Contractor** that the set of "As-Builts" drawings accurately depicts the actual Work as constructed. "As-Built" drawings must meet WMD requirements and at a minimum shall include roadway template data on 100’ cross sections including curb elevations, structure invert elevations and outfall elevations.

7.11. Safety and Protection

7.11.1. The **Contractor** shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the Work and other persons who may be affected by it.
2. All the Work and all material or equipment to be incorporated, whether in storage on or off the site. The **Contractor** shall assume all risk of loss for stored equipment or material, irrespective of whether the **Contractor** has transferred the title of the stored equipment or material to the **County.**
3. Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
4. When the performance of the Work requires the use of shoring, sheet piling and other special construction related to excavation, and when required by Laws or Regulations, the **Contractor** shall cause the design of said shoring, sheet piling and other special construction to be performed by a registered Construction Project Manager engineer licensed in the State of Florida. The **Contractor** shall submit, as a Shop Drawing, a certification by the registered engineer, stating that it has complied with this requirement. The **Contractor** shall meet all requirements of such designs prepared by a registered engineer. In addition to any requirements imposed by law, the **Contractor** shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and

adjoining the site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work.

7.11.2. The **Contractor** is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The **Contractor** shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock Out/Tag Out of Hazardous Energy. The **Contractor** is required to comply with OSHA Standards regardless of the number of employees they may have.

7.11.3. A **County** representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the **County's** representative may have the authority, but not the duty, to require the **Contractor** to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

1. Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists; or from one or more practices, means, methods, operations or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.
2. Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.
3. Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

7.11.4. Violation of Serious, Willful or Criminal violation may have the following consequences:

1. First violation: The correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the **County.**
2. Second violation: May result in work stoppage until the violation is corrected. The work stoppage shall not entitle the **Contractor** to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.
3. Third violation: This may constitute a breach of contract for safety violations and may result in termination of the contract, at the sole discretion of the **County.**

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

7.11.5. Should the work site be in a hazardous area, the **County** may furnish the **Contractor** with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets or any other information that would assist the **Contractor** in the planning of a safe work site.

7.11.6. The **Contractor** shall be aware that while working for the **County**, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA) are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the **County**.

7.11.7. The **Contractor** shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the **Contractor's** superintendent, unless otherwise designated in writing by the **Contractor** to the **Construction Project Manager**. All communications to the superintendent shall be as binding as if given to the **Contractor.**

7.11.8. Should there be catastrophic injuries, as defined by OSHA, or a fatality on the worksite, the County Safety Manager, Risk Management Division, (863) 534-5267, shall be notified immediately. The **Contractor** shall promptly report by telephone and in writing to a County Representative and **Construction Project Manager** all accidents arising out of or in connection with the Work which cause death, personal injury (defined by OSHA as a "lost time" accident), or property damage in excess of $500.00; giving full details and statements of any witnesses. County Representatives are defined as follows: The Division Director or the authorized representative, the division Project Manager and County Risk Management. Non-adherence to this policy could be cause for disqualification of the Contractor on future County Projects.

7.11.9. Should the County Safety Manager, require the OSHA 300 Log, a written safety and health plan and/or training documents, these documents shall be at this office within 24 hours of the request. Failure to provide the documentation within that time frame may cause the job to be shut down, at no expense to the **County**, until such documents are received.

7.11.10. In any event the **County** may stop the work when, in the **County's** opinion, the work is being performed in violation of any health and safety rules, regulations or laws. This includes environmental issues.

7.11.11. When it becomes necessary to stop the work for any of the reasons contained herein, the **County** shall issue a Stop Work Order to instruct the **Contractor** to cease work on the project. The **County** shall not be penalized in any manner as a result of this Stop Work Order.

7.12. Drug Free Work Place Policy

7.12.1 The **County** has a very comprehensive policy to ensure a drug free work place. The substance of this policy shall become a part of this contract as described below.

1. The **Contractor** and its employees and Subcontractors are strictly prohibited from the following:

a) Using illegal drugs on **County** property;
b) Manufacturing, distributing, dispensing, selling, possessing, or using a non-prescribed substance, illegal drug or alcohol, while at work or on or in **County** property. Reporting for work or performing work under the influence of a non-prescribed substance, illegal drug or alcohol.

2. If there is reason to believe that this policy is being violated, the **Contractor** shall be required to take immediate action to correct the violation and ensure the **County** that further violations will not occur. The remedy shall, at a minimum, require the person or persons who are the subject of the violation to be banned from the work place.

7.13. Emergencies

7.13.1. In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the **Contractor**, without special instructions or authorization from the **Construction Project Manager** if time or circumstances do not permit, is obligated to prevent or mitigate threatened damage, injury or loss. The **Contractor** shall give the **Construction Project Manager** written notice that the emergency provision has been invoked and shall state the reasons within twenty-four (24) hours of the incident. If the **Contractor** believes the emergency results in additional Work, a claim for a Change Order may be submitted in accordance with the procedures set forth herein.

7.13.1.1. The **Contractor** shall immediately notify the **Construction Project Manager** of all events involving personal injuries to any person on the site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) calendar days of the occurrence.

7.13.1.2. If the **Construction Project Manager** determines that a change in the Contract Documents is required because of the action taken by the **Contractor** in response to such an emergency, a Change Order will be issued to document the consequences of such action.

7.14. Submittals, Shop Drawings, and Samples

7.14.1. In general, the **County** requires shop drawings for items of work not fully detailed in the plans which require additional drawings and coordination prior to constructing the item, including but not limited to:

a. Bridge components not fully detailed in the plans, i.e. segments, steel girder details, post-tensioning details, handrails, etc.
b. Retaining Wall Systems

c. Precast Box Culverts
d. Non-standard lighting, signalization and signing structures and components
e. Building Structures
f. Drainage structures, attenuators, and other nonstmctural items
g. Design and structural details furnished by the Contractor in compliance with the Contract
h. Temporary Works affecting public safety
i. Bridge Structural Steel and Miscellaneous Metals
j. Bridge Concrete components that are not cast-in-place
k. Major and Unusual Structures
l. Minor modifications to the permanent works for the purposes of expediting the **Contractor'**s chosen construction methods
m. Requirements in Provision 7.11.1.5

7.14.2. Other provisions of the Contract Documents may waive the requirement for submittals for certain items; e.g., items constructed from standard drawings or those complying with alternate details for pre-stressed members under FDOT Standard Specification Section 450. The Special Conditions may also list the submittals required.

7.14.3. After checking and verifying all field measurements and after complying with applicable procedures specified in the Specifications, the **Contractor** shall submit to the **Construction Project Manager** for review and approval in accordance with the accepted schedule of Submissions, seven (7) copies for use by the **County**, **Construction Project Manager** and any additional copies as required by the **Contractor** (unless otherwise specified in the Contract Documents) of all Submittals and Shop Drawings, which shall have been checked by and stamped with the approval of **Contractor** and identified as the **Construction Project Manager** may require. The **Contractor** shall submit a copy of the transmittal letter providing drawing numbers and titles for each item included in Submittals and Shop Drawings to the **Construction Project Manager**.

7.14.4. The **Contractor** shall also submit to the **Construction Project Manager** for review and approval, with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples shall have been checked by and stamped with the approval of the **Contractor**, identified clearly as to material, manufacturer, any pertinent data such as catalog numbers and the use for which it is intended.

7.14.5. The **Contractor**'s stamp of approval on any Submittal, Shop Drawing or sample shall constitute its representation to the **County** and the **Construction Project Manager** that the **Contractor** has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, specified performance criteria, and similar data or assumes full responsibility for doing so, and that the **Contractor** has reviewed or coordinated each Submittal, Shop Drawing or sample with the requirements of the Work and the Contract Documents.

7.14.6. At the time of each submission, the **Contractor** shall in writing call the **Construction Project Manager's** attention to any deviations that the

Submittals, Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each submission of such variation.

7.14.7. The **Construction Project Manager** will review Submittals, Shop Drawings and review samples and return the **Contractor**'s submittals stamped with the following notation:

[ ] APPROVED
[ ] APPROVED AS NOTED
[ ] REVISE AND RESUBMIT
[ ] NOT APPROVED
Reviewed By: ___ _
Date: -------

7.14.8. Approval is only for general conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The **Contractor** is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the Work of all trades.

7.14.9. The **Construction Project Manager's** review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to the accuracy of other matters that may be contained in the submittals, including but not limited to such matters as dimensions, quantities, performance of Equipment and systems designed by the **Contractor**, engineering design furnished by the **Contractor**, the Contractor's means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto, the correctness of which shall remain the sole responsibility of the **Contractor**. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The **Contractor** shall make any corrections required by the **Construction Project Manager** and shall return the required number of corrected copies of Submittals and Shop Drawings and resubmit new samples for review. The **Contractor** shall direct specific attention in writing to revisions other than the corrections called for by the **Construction Project Manager** on previous submittals.

7.14.10. The **Construction Project Manager's** review and approval of Submittals, Shop Drawings or samples shall not relieve the **Contractor** from responsibility for any variation from the requirements of the Contract Documents unless the **Contractor** has in writing called the **Construction Project Manager's** attention to each such variation at the time of submission and the **Construction Project Manager** has given written approval of each

such variation by a specific written notation thereof incorporated in or accompanying the Submittal, Shop Drawing or sample approval; nor will any approval by the **Construction Project Manager** relieve the **Contractor** from responsibility for errors or omissions in the Submittals, Shop Drawings or samples or from responsibility for having complied with the provisions of 7.14.4.

7.14.11. Where a Submittal, Shop Drawing or sample is required, no related Work shall commence until the submittal has been returned by the **Construction Project Manager** and noted "Approved" or "Approved As Noted".

7.14.12. All costs incurred in connection with the **Construction Project Manager's** review and return of a particular Submittal, Shop Drawing or sample submission after the **Construction Project Manager's** second review shall be borne by the **Contractor**, including the **Construction Project Manager's** charges to the **County** under the terms of their agreements with the **County**. The **County** shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

7.14.13. In reviewing Submittals, Shop Drawings or samples, the **Construction Project Manager** shall be allowed thirty (30) days from the date the **Construction Project Manager** receives the submittal or re-submittal from the **Contractor** to return the submittal in accordance with this Section, unless otherwise provided in the Contract Documents. The **Construction Project Manager's** review and return of a Submittal, Shop Drawing or sample within the time allowed shall not justify an increase in the Contract Price or an extension in Contract Time. Any delay in connection with the **Contractor'**s submittal and any re-submittal of a particular Submittal, Shop Drawing or sample shall represent delays under the control of the **Contractor** and shall not justify an increase in Contract Price or an extension in Contract Time.

ARTICLE 8 – OTHER WORK

8.1 The **County** may perform additional work related to the Project with its own forces or may use other contracts for the execution of additional work. The **Contractor** shall provide the other contractors who are parties to such contracts, including but not limited to, the other contractor’s employees, agents, Subcontractors and Suppliers (or the **County’s** forces performing the additional work), reasonable opportunity for the introduction and storage of material and equipment and the execution of work, and shall properly connect and coordinate its work with theirs. The **Contractor** shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The **Contractor** shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the **Construction Project Manager** and the others whose work will be affected. The **Contractor** is not entitled to exclusive use of the site.

8.1. If any part of the **Contractor's** work depends (for proper execution or results) upon the work of any other contractor (or the **County**), the **Contractor** will inspect and promptly report to the **Construction Project Manager** in writing any defects or deficiencies in the work that renders it unsuitable for the proper execution and results. The **Contractor's** failure to report shall constitute an acceptance of the other work, except as to defects and deficiencies which may appear in the other work after the execution of its work.

ARTICLE 9 – COUNTY'S RESPONSIBILITIES

9.1 Except as otherwise provided in these General Conditions, the **County** shall issue all communications to the **Contractor** through the **Construction Project Manager.**

9.1. The **County** shall furnish the data required under the Contract Documents and shall make payments to the **Contractor** when due as provided in Article 17.

9.2. The **County's** responsibilities for providing lands, easements and engineering surveys to establish reference points are set forth in Article 5.

ARTICLE 10 – CONSTRUCTION PROJECT MANAGER'S STATUS DURING CONSTRUCTION

10.1 County's Representative

10.1. The **Construction Project Manager** shall be a representative of the **County** during the construction period. The duties, responsibilities and limitations of authority of the **Construction Project Manager** as the **County's** representative during construction are set forth in these General Conditions.

10.2. Visits to the Site

10.2.1. The **Construction Project Manager** shall make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

10.3. Clarifications and Interpretations

10.3.1. The **Construction Project Manager** shall issue such written clarifications or interpretations of the Contract Documents (in the form of Revised Plan Sheets from the EOR, Drawings, RFI's, or otherwise) as may be determined necessary, or as reasonably requested by the **Contractor**, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the **Contractor** believes that a written clarification and interpretation entitles them to an increase in the Contract Price, Contract time, or both, the **Contractor** may make a claim as provided for in Article 11, 12 and 13.

10.4. Rejecting Defective Work

10.4.1. The **Construction Project Manager** has the authority to disapprove or reject Work, which is defective. The **Construction Project Manager** also has authority to require special inspection or testing of the Work at the **Contractor's** expense, as provided in Article 16, whether or not the Work is fabricated, installed or completed when the work has been declared defective.

10.5. Decisions on Disagreements

10.5.1. The **Construction Project Manager** shall interpret the requirements of the Contract Documents and determine the acceptability of the Work. If the **Contractor** disagrees with the **Construction Project Manager's** opinion, the **Contractor** shall refer claims, disputes and other matters relating to the acceptability of the Work or their interpretation of the requirements of the Contract Documents initially to the **Construction Project Manager** in writing with a request for a formal decision. The **Construction Project Manager** will render in writing their opinion concerning the **Contractor's** request for a formal decision and shall submit same to the County **Project Manager.** After receipt of the **Construction Project Manager's** written opinion and all information requested from the **Contractor**, the **County Project Manager** shall render a formal decision in writing, which shall then be conveyed to the **Contractor** by the **Construction Project Manager**. Written notice of each claim, dispute and other matter shall be delivered by the **Contractor** to the **Construction Project Manager** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Construction Project Manager** within fifteen (15) calendar days after the occurrence unless the **Construction Project Manager** allows additional time. If the **Contractor** fails to strictly comply with these notices and submittal time periods, the **Contractor** shall be deemed to have waived their right to assert a claim the **Contractor** might otherwise have had concerning the matter.

10.6. Limitation on Construction Project Manager's Responsibilities

10.6.1. Neither the **Construction Project Manager's** authority to act under this Article or elsewhere in the Contract Documents, nor any decision made in good faith to exercise their authority, shall give rise to any duty or responsibility of the **Construction Project Manager** to the **Contractor**, any Subcontractor, any of their agents or employees.

10.6.1.1. The **Construction Project Manager** shall not be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions and programs used. The **Construction Project Manager** shall not be responsible for the **Contractor's** failure to perform the Work in accordance with the Contract Documents.

10.6.1.2. The **Construction Project Manager** shall not be responsible for the acts or omissions of the **Contractor**, any Subcontractors, any agents, employees or any other persons performing any of the Work.

ARTICLE 11 – CHANGES IN THE WORK

11.1 **Changes**

11.1. Without invalidating the Contract, the **County** may at any time order additions, deletions or revisions in the Work. The **Construction Project Manager** shall provide the **Contractor** with a proposal request, identifying the work to be added, deleted or revised. Upon receipt, the **Contractor** shall promptly submit a written proposal for the changed work prepared in accordance with Articles 12 and 13. If the proposal request calls only for the deletion of work, the **Construction Project Manager** may order the partial suspension of any work related to the proposed deletion, in which case the **Contractor** must cease performance as directed; the **Contractor** shall not be entitled to claim lost profits on deleted work. All change work shall be executed under the applicable conditions of the Contract Documents.

11.2. Additional work performed by the **Contractor** without authorization of a Change Order or Allowance Authorization will not entitle the **Contractor** to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Article 7.13. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

11.3. Upon agreement as to changes in the Work to be performed, work performed in an emergency as provided in Article 7.13, and any other claim of the **Contractor** for a change in the Contract Time or the Contract Price, the **Construction Project Manager** will prepare a written Change Order to be signed by the **Construction Project Manager** and the **Contractor** and submitted to the **County** for approval.

11.4. It is the **Contractor's** responsibility to notify its Surety of any changes affecting the general scope of the Work, Contract Price or Contract Time.

11.5. In the absence of an agreement as provided in 11.1.3, the **County** may, at its sole discretion, issue a Construction Change Directive to the **Contractor**. Pricing of the Construction Change Directive will be in accordance with Article 12. The Construction Change Directive will specify a price and, if applicable, a time extension determined to be reasonable by the **County.** If the **Contractor** fails to sign such Construction Change Directive, the **Contractor** may submit a claim in accordance with Articles 11, 12,13, and 19 but the **Contractor** shall nevertheless be obligated to fully perform the Work as directed by the Construction Change Directive.

11.6. The **Contractor** shall proceed diligently with performance of the Work as directed by the **County**, regardless of pending claim actions, unless otherwise agreed to in writing.

ARTICLE 12 – CHANGE OF CONTRACT PRICE

12.1 The Contract Price

12.1.1. The Contract Price constitutes the total compensation (subject to written authorized adjustments) payable to the **Contractor** for performing the

Work. All duties, responsibilities and obligations assigned to or undertaken by the **Contractor** shall be at the **Contractor's** expense without change in the Contract Price.

12.1.2. The Contract Price may only be increased or decreased by a written Change Order or Construction Change Directive. Any claim for an increase shall be in writing and delivered to the **Construction Project Manager** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Construction Project Manager** within fifteen (15) calendar days after the occurrence unless the County allows additional time.

12.1.3. The value of any work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined by the following procedures:

12.1.3.1. Designated Unit Price (Field Measure)

The **Contractor** and the **County** recognize and acknowledge that the quantities shown for those items designated in the Bid Submittal (Part C) as unit price items are approximations prepared by the **County** for bid purposes and that the actual compensation payable to the **Contractor** for the utilization of these items is based upon the application of unit prices to the actual quantities of items involved as measured in the field and required to complete the Work as originally defined in the Contract Documents. When it is determined by the **County** that an addition, deletion or revision to the Work as defined in these Contract Documents is required and affects the quantities required for items designed in the Bid Submittal (Part C) as unit price items, the **Contractor** and the **County** agree that the compensation payable to the **Contractor** for the unit price items shall be adjusted accordingly by a Change Order based upon the application of the appropriate unit prices shown in the Bid Submittal (Part C) and the actual quantities required to complete the Work. The County does not re-negotiate unit prices for Significant Changes as defined in FDOT Division I Specifications.

12.1.3.2. Other Unit Prices

For items not designated in the Bid Submittal (Part C) as unit prices, the **County** and the **Contractor** may establish unit prices as agreed on by Change Order.

12.1.3.3. Lump Sum Items

When it is determined by the **County** that an addition, deletion or revision to the Work is required which results in a change in the Work designated in the Bid Submittal as a lump sum item, the amount of increase or decrease in the lump sum price shall be established by mutual agreement of the parties.

12.1.4. If the pricing methods specified in 12.1.3 are inapplicable, or if the parties are unable to agree on a price for the changed work, a reasonable price for the same shall be established by the **County** in accordance with 12.2. The **County** shall then process a unilateral Change Order, specifying the said reasonable price, in accordance with 11.1.5. The **Contractor** shall perform the work as directed in the Change Order.

12.1.5. Failure on the part of the **Contractor** to construct any item to plan or authorized dimensions within the specification tolerances shall result in: reconstruction to acceptable tolerances at no additional costs to the **County**; acceptance at no pay; or acceptance at reduced final pay quantity or reduced

unit price, all at the discretion of the **County.** Determinations of aggregate monetary change for items identified as lump sum quantities shall be made by the **County** based upon an analysis of the scope of the **Contractor's** failure to construct to plan or authorized dimensions.

12.2. Cost of Work

12.2.1. The term "Cost of Work," for the purpose of Change Orders or Allowance Work, means the cost necessarily incurred and paid by the **Contractor** in the proper performance of the Change Order Work. Except as may be agreed to in writing by the **Construction Project Manager**, such costs shall be in amounts no higher than those prevailing in the area of the Work and may include the categories listed below.

12.2.2. Labor (payroll, taxes, fringe benefits, worker's compensation, health and retirement benefits, sick leave)
12.2.3. Owned Equipment (at lowest applicable equipment manual rate) (Blue Book Value)
12.2.4. Rented Equipment (at actual rental rate)
12.2.5. Material
12.2.6. Supplies
12.2.7. Subcontractors' Costs
12.2.8. Bonds and Insurance
12.2.9. Contractor's Fee (per 12.3)
12.2.10. Permit Fees

12.2.11. The **Contractor** shall require all Subcontractors and Suppliers to comply with all requirements of, and provide itemizations of, all claims in accordance with this Article.

12.2.12. The term "Cost of the Work" shall not include any of the following:

12.2.12.1. Payroll costs and other compensation of the **Contractor's** officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, layers, auditors, accountants, Procurement and contracting agents, expediters, timekeepers, clerks and other personnel employed by the **Contractor**, whether at the site or in its principal or a branch office, for general administration of the Change Order work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the **Contractor's** mark-up.
12.2.12.2. Extraordinary fringe benefits not specifically identified in Article 12.2.1.1.
12.2.12.3. Expenses of **Contractor's** principal and branch offices other than the **Contractor's** office at the site.
12.2.12.4. Any part of the **Contractor's** capital expenses, including interest on the **Contractor's** capital used for the Change Order work and charges against the **Contractor** for delinquent payments.
12.2.12.5. Cost of premiums for all bonds and insurance, whether or not the **Contractor** is required by the Contract Documents to purchase and

maintain the same (except for additional bonds and insurance required because of changes in the work).

12.2.12.6. Costs due to the negligence of the **Contractor**, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to: the correction of defective Work; disposal of material or equipment wrongly supplied; and making good any damage to property.

12.2.12.7. Overhead or general expense costs of any kind (other than as provided in 12.3).

12.3. Contractor's Mark-Up

12.3.1. The maximum percentage allowed for the **Contractor's** combined overhead and profit shall be as follows:

12.3.1.1. For all such Change Order work or Allowance Work done, a fixed percentage of the total adjustment to the Contract Price shall be negotiated and shall not exceed ten percent (10%).

12.3.2. For all changes, the **Contractor** shall submit an itemized cost breakdown, together with supporting data in the detail and form as prescribed by the **Construction Project Manager**. When a credit is due, the amount of credit to be allowed by the **Contractor** to the **County** for any change which results in a net decrease in cost will be the amount of the actual net decrease in direct cost as determined by the **Construction Project Manager**, plus the applicable reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden, equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit markup.

12.4. Prompt Processing of Change Orders

12.4.1. Pursuant to §218.755, Fla. Stat., for any contract for construction services, if (1) County receives from Vendor a price quote for a change order requested or issued by the County for construction services, and (2) the price quote conforms to all statutory requirements and contractual requirements for the project, then County shall approve or deny the price quote and send written notice of that decision to Vendor within thirty-five (35) days after receipt of such quote. If the County issues a denial notice, then the County shall specify the alleged deficiencies in the price quote and the actions necessary to remedy those deficiencies. If the County fails to provide the contractor with a notice in compliance with this section, then the change order and price quote are deemed approved, and the County shall pay the contractor the amount stated in the price quote upon the completion of the change order.

ARTICLE 13 – CHANGE OF CONTRACT TIME

13.1 It is the Contractor's duty, responsibility and obligation to perform the Work in accordance with the Contract Documents within the authorized Contract Time. The Contractor shall not submit a CPM Baseline Schedule showing less time than the original contract time established in the Contract Documents. The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the **Construction Project Manager** within seven (7) calendar days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to the **Project Manager** within fifteen (15) calendar days after the occurrence, unless the **Construction Project Manager** allows additional time. All claims submitted by the **Contractor** for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay and clearly indicate why the subject delay was beyond the **Contractor's** control or fault.

13.1.1. If the **Contractor** is delayed at any time in the performance, progress, commencement or completion of the Work by any act or neglect of the **County** or the **Construction Project Manager**, by an employee of either, by any separate contractor employed by the **County**, by changes ordered in the Work, by labor disputes, fire, unavoidable casualties, unforeseeable weather conditions, utility conflicts which could not have been identified or foreseen by the **Contractor** using reasonable diligence or by any causes beyond the **Contractor's** control or fault, then the Contract Time shall be extended by Change Order for such reasonable time as the **County** may determine. The **Contractor** shall be entitled to an extension of time for causes only for the number of days of delay which the **County** may determine to be due solely to these causes and only to the extent these occurrences actually delay the completion of the Work; and then only if the **Contractor** shall have strictly complied with all the requirements of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which the **County** or the **Construction Project Manager** may be responsible in whole or in part, shall relieve **Contractor** of its duty to perform or give rise to any right to damages or additional compensation from the **County**. The **Contractor's** sole and exclusive remedy against the **County** for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be right to seek an extension to the Contract Time in accordance with the procedures set forth herein. The **Contractor** shall have no entitlement to any monetary compensation for any delays. Any time granted by the **County** shall be non-compensable Contract Time.

ARTICLE 14 - UNCONTROLLABLE FORCES (FORCE MAJEURE)

14.1 Neither the **County** nor the **Contractor** shall be considered to be in default of the Contract if delays in, or failure of performance, shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the non-performing party. It includes, but is not

limited to fire, flood, earthquakes, storms, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.1.1. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

14.1.2. The nonperforming party shall, within five (5) days after being prevented or delayed from performance by an Uncontrollable Force, deliver written notice to the other party particularly describing the circumstance and Uncontrollable Forces preventing its continued performance of the obligations of this Contract and a good faith estimate as to the anticipated duration of the delay.

ARTICLE 15 – WARRANTY AND GUARANTEE

15.1 Warranty and Guarantee

15.1.1. The **Contractor** warrants and guarantees to the **County** that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the **Contractor** by the **Construction Project Manager**. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in Article 16.

15.1.2. If, after approval of final payment and prior to the expiration of one year after the date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work or material are found to be defective, incomplete or otherwise not in accordance with the Contract Documents, the **Contractor** shall promptly, without cost to the **County** and in accordance with the **County's** written instructions, either correct such defective Work or, if it has been rejected by the **County,** remove it from the site and replace it with non-defective work. If the **Contractor** does not promptly comply with the terms of such instructions, the **County** may have the defective Work corrected, removed or replaced. All direct and indirect costs of such action will be paid by the **Contractor.**

Article 16 – ACCEPTANCE OF DEFECTIVE WORK

16.1 Tests and Inspections

16.1.1. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the **Contractor**, the **Contractor** shall give the **Construction Project Manager** timely notice. The testing firm(s) (if assigned by the **Contractor** to this Work) and all such inspections, tests or approvals provided for by the **County** shall be identified in writing by the **Construction Project Manager** to the **Contractor**. All other inspections, tests or approvals shall be at the **Contractor's** expense, including additional expenses for inspection and tests required as a result of delays by the **Contractor** or hours worked in excess of 40 hours per week. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the **Contractor** will furnish the **Construction Project Manager** with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material or such other applicable organizations as may be required by law or the Contract Documents. Material or Work in place that fail to pass acceptability tests shall be retested at the direction of the **Construction Project Manager** and at the **Contractor's** expense.

16.1.2. Neither observations by the **Construction Project Manager** or the **County Project Manager** nor inspections, tests or approvals by persons other than the **Contractor** shall relieve the **Contractor** of its obligations to perform the Work in accordance with the requirements of the Contract Documents.

16.2. Access to the Work

16.2.1 For the duration of the Work, the **Construction Project Manager** and their representatives, other designated representatives of the **County** and authorized representatives of any regulatory agency shall at all times be given access to the Work. The **Contractor** shall provide proper facilities for such access and observation of the Work and also for any inspection or testing by others.

16.3. Uncovering the Work

16.3.1. If any work required to be inspected, tested or approved is covered prior thereto without the prior written approval of the **Construction Project Manager**, or if any work is covered contrary to the request of the **County Project Manager**, the work shall, if requested by the **Construction Project Manager** or the **County Project Manager**, be uncovered for observation, inspection, testing or approval and replaced at the **Contractor's** expense. If it is found that such Work is defective, the Contractor shall bear the expense of removal and replacement of the Work.

16.4. Stop Work

16.4.1. When work is defective or when the **Contractor** fails to supply sufficient skilled workmen, suitable material, suitable equipment, make

prompt payments to Subcontractors for labor, material or equipment, or if the **Contractor** violates any provisions of these Contract Documents; the **County** may order the **Contractor** to stop the work until the cause for such order has been eliminated. However, this right of the **County** to stop the work shall not give rise to any duty on the part of the **County** to exercise this right for the benefit of the **Contractor** or any other party. The **Contractor** shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

16.5. Correction or Removal of Defective Work

16.5.1. When directed by the **Construction Project Manager**, the **Contractor** shall promptly, without cost to the **County** and as specified by the **Construction Project Manager** either correct the defective work whether fabricated, installed or completed, or remove it from the site and replace it with non-defective work. If the **Contractor** does not correct such defective work or remove and replace such defective work within a reasonable time, all as specified in a written notice from the **Construction Project Manager**, the **County** may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the **Contractor** or deducted from payment to the **Contractor**. The **Contractor** will also bear the expense of correcting or removing and replacing all work of others destroyed or damaged by the correction, removal or replacement of the defective work.

16.6. 16.6 Acceptance of Defective Work

16.6.1. 16.6.1 If, instead of requiring correction or removal and replacement of defective work, the **County** prefers to accept it, the **County** may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the **Contractor** shall pay to the **County** an appropriate sum to compensate for the defect in the work.

16.7. 16.7 Neglected Work by Contractor

16.7.1. 16.7.1 If the **Contractor** neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the **Construction Project Manager** may direct the **Contractor** to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen and/or equipment, working extended hours and additional days, all at no cost to the **County**, in order to put the Work back on schedule. If the **Contractor** fails to correct the deficiency or take appropriate corrective action, the **County** may terminate the contract or **Contractor's** right to proceed with that portion of work and have the work done by others. The cost of completion under such procedure shall be charged against the **Contractor**. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due the

Contractor are not sufficient to cover such amount, the **Contractor** shall pay the difference to the **County.**

16.7.2. 16.7.2 Should the **Contractor** work overtime, weekends or holidays to regain the schedule, all costs to the **County** of associated inspection, construction management and resident engineering shall be identified to the **Contractor** and the Contract Price reduced by a like amount via Change Order.

ARTICLE 17 – PAYMENT AND COMPLETION

17.1 Schedule of Values

17.1.1. The Schedule of Values established as provided in General Conditions 3.5.2.2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the **Construction Project Manager** and the **County Project Manager**. Progress payments using unit prices bid will be based on the number of units completed. Lump sum bids do not have a provision for a unit price adjustment.

17.1.2. The Schedule of Values will include a breakdown of divisions of the work in a manner that will identify Subcontractors by the classification of their work according to any accepted numerical sequence, such as AIA numerical classification. Any Subcontractor identified by the **Contractor,** as a Woman/Minority Business Entity shall be noted in the schedule of values on a separate line of the schedule of values with an extension to the numerical classification used to identify the particular division of work. The extension will be according to the following: 002- Woman Business Enterprise; 003 – African American Enterprise; 004 – Hispanic American; 005 – Asian Pacific American Business; 006 – Native American Business; and 007 – Asian-Indian American Business.

17.2. Application for Progress Payment

Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers

17.2.1. At least seven (7) calendar days before the date established for each progress payment (but not more often than once a month), **Contractor** shall submit the following to the **Construction Project Manager** for review: (i) an Application for Payment filled out and signed by the **Contractor** covering the work completed as of the date of the Application; (ii) a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers (as further described in Subsection 16.2.2 below) in a form the **County** will designate and provide to the **Contractor,** and (iii) all other supporting documentation as is required by the Contract Documents. If payment is requested on the basis of material and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also

be accompanied by a bill of sale, invoice or other documentation warranting that the **County** has received the material and equipment free and clear of all liens and evidence that the material and equipment are covered by appropriate property insurance and other arrangements to protect the **County's** interest therein, all of which will be satisfactory to the **County**. Payment is subject to retainage in accordance with F.S. 218.735. The amount of retainage is 5% in accordance with the contract document or as provided in F.S. 218.735.

17.2.2. As additional conditions precedent to the **County**'s obligation to pay the **Contractor** each progress payment, to include the final payment due under the Contract, the **Contractor** must (i) pay all Subcontractors and Suppliers their respective pro rata share of all previous payments (to include any payments of retainage) that the **County** has made to **Contractor** for Work that has been satisfactorily completed; and (ii) execute and deliver to the **Construction Project Manager** a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers with its Application for Payment submitted in accordance with Subsection 16.2.1 above. If the **Contractor** has not made the required payments to all Subcontractors and Suppliers, but the **Contractor** has (a) demonstrated good cause (as reasonably determined by the **County**) for not making any required payment; (b) delivered written notice to the **County** and to the applicable Subcontractor or Supplier specifically stating why the **Contractor** has not paid the Subcontractor or Supplier its proportionate share of the progress payments that the **County** has made to the **Contractor** pursuant to the Contract, and (c) completed all other requirements and conditions precedent to the receipt of the requested progress payment, then the **County** will pay **Contractor** the progress payment in accordance with the Contract requirements.

17.3. Contractor's Warranty of Title

17.3.1. **Contractor** warrants and guarantees that title to the work, material and equipment covered by any Application for Payment, whether incorporated in the Work or not, will pass to the **County** no later than the time of payment, free and clear of all liens.

17.4. Approval of Payments

17.4.1. By signing and submitting an Application for Payment, the **Contractor** certifies that all work and/or materials storage associated with the quantities in the Application for Payment have been completed in accordance with the Contract Documents. When the Contract contains Utility Work by the Roadway Contractor the **Contractor** shall prepare a separate Application for Payment for each utility participating in the Utility Work by the Roadway Contractor. The **Contractor** shall submit Applications for Progress Payment for progress successfully performed and completed for each calendar month during the term of the contract.

17.4.2. The **Construction Project Manager**, after receipt of each Application for Payment, will either indicate in writing a recommendation of payment and present the application to the **County**, or return the application to the **Contractor** indicating in writing the **Construction Project Manager's** reasons for refusing to recommend payment. In the latter case, the **Contractor** may make the necessary corrections and resubmit the application. The **County** shall make payment in accordance with F.S. 218.735.

17.4.3. The **Construction Project Manager's** recommendation of any payment requested in an Application for Payment will constitute a representation by the **Construction Project Manager** to the **County** based on the **Construction Project Manager's** review of the Application for Payment and the accompanying data and schedules, that to the best of the **Construction Project Manager's** knowledge, information and belief:

a) The Work has progressed to the point indicated;

b) The quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work and to any other qualifications stated in the recommendation); and

c) The conditions precedent to the **Contractor's** being entitled to such payment appear to have been fulfilled in so far as it is the **Construction Project Manager's** responsibility to observe the Work.

17.4.4. By recommending any such payment, the **Construction Project Manager** will not be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to the **Construction Project Manager** in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle the **Contractor** to be paid additionally by the **County** or entitle the **County** to withhold payment to the **Contractor.**

17.4.5. The **Construction Project Manager's** recommendation of any payment, including final payment, shall not mean that the **Construction Project Manager** is responsible for the **Contractor's** means, methods, techniques, sequences or procedures of construction; or the safety precautions and programs incident thereto; or for any failure of the **Contractor** to comply with Laws and Regulations applicable to the furnishing or performance of Work; or for any failure of the **Contractor** to perform or furnish Work in accordance with the Contract Documents.

17.4.6. The **Construction Project Manager** may refuse to recommend the whole or any part of any payment if, in the **Construction Project Manager's** opinion, they are unable to make the representation that the Application is acceptable to the **County**. The **Construction Project Manager** may also

refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the **Construction Project Manager's** opinion to protect the **County** from loss because:

a) The Work is defective;

b) The Contract Price has been reduced by Change Order;

c) The **County** has been required to correct defective work or complete work in accordance with Article 15;

d) Claims have been filed against the **County** for which the **Contractor** may be liable; and/or

e) The work was executed unsatisfactorily; the **Contractor** failed to clean up as required in Article 7 or the work is otherwise not in compliance with these Contract Documents.

17.4.7. The **County** will give the **Contractor** immediate notice stating the reasons for such action and promptly pay the **Contractor** the amount so withheld, or any adjustment thereto agreed to by the **County** and the **Contractor**, when the **Contractor** corrects, to the **County's** satisfaction, the reasons for such action.

17.5. Substantial Completion

17.5.1. Definition. Substantial Completion is the stage in the progress of the Work when the Work or specified portion thereof is sufficiently complete in accordance with the Contract Documents so the **County** can occupy or utilize the Work for its intended purpose.

17.5.2. Certificate of Substantial Completion. When the **Contractor** considers that the Work, or a specified portion thereof, which the **County** agrees to accept separately, is substantially complete, the **Contractor** shall notify the **Professional** and the **Project Manager**. Along with such notification, the **Contractor** shall submit to the **Professional** a thorough and inclusive list of all remaining Work items to be completed or corrected. Upon receipt of the **Contractor's** notification and list, the **Professional** and the **Project Manager** will visit the site to determine whether the Work or designated portion thereof is substantially complete. Once the **Professional**, in consultation with the **County**, determines that the Work or specified portion thereof is substantially complete, the **Professional** will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the **Contractor** for its written acceptance and then to the **County** for acceptance and issuance.

17.5.3. Deficiency List. The Certificate of Substantial Completion shall include a list prepared by the **Professional** (the "Deficiency List") of final work items remaining, which must be completed to render the Work, or specified portion thereof, complete, satisfactory, and acceptable in accordance with the Contract Documents. The Deficiency List shall include those items from the **Contractor's** list described in Section 16.5.2 above which remain incomplete or uncorrected as of the date of Substantial Completion, along with any other incomplete or unsatisfactory items as determined by the **Professional** or the **Project Manager**. Failure to include on the Deficiency List any corrective work or pending items not yet completed shall not alter the responsibility of the **Contractor** to complete all the construction services purchased pursuant to the Contract Documents. The **Professional,** in consultation with the **County**, shall establish a date for completion of the items identified in the Deficiency List, and this date for completion shall be noted on the Certificate of Substantial Completion. The **Professional** shall also include an estimated cost to complete each item on the Deficiency List. Should the **Contractor** fail to complete the items by the date noted on the Certificate of Substantial Completion, the **County** may complete the item and deduct the costs from the final Application for Payment.

17.5.4. Project Closeout and Payment of Retainage. In accordance with Section 255.077(4), Fla. Stat., within 20 business days after developing the Deficiency List, and after receipt of a proper invoice or payment request, the **County** shall pay the **Contractor** the remaining balance of the contract, including any remaining retainage withheld by the **County** pursuant to Section 255.078, Florida Statutes, less an amount equal to 150 percent of the estimated cost to complete the items on the Deficiency List.

17.5.5. Warranties. Warranties required by the Contract Document shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

17.6. Final Completion

17.6.1. To receive the Certificate of Final Completion, the **Contractor** must have completed and submitted the following within the authorized Contract Time: contract close-out documents such as **County** approved Certified As-built Survey Drawings and electronic files, final Application for Payment request including evidence of insurance and consent of surety to final payment, completed punch list, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by 6.3, certificates of inspection, and any other outstanding items listed on the Certificate of Substantial Completion.

17.6.2. No final payment will be processed by the **County** until all required documentation by the **Contractor** has been accepted and approved by the **Construction Project Manager** and the **County**.

17.6.3. Notwithstanding any other provision of these Contract Documents to the contrary, the **County** and the **Construction Project Manager** are under no duty or obligation whatsoever to any vendor, material provider, subcontractor, laborer or other party to ensure that payments due and owing by the **Contractor** to any of them are or will be made. Such parties shall rely only on the **Contractor**'s surety bonds for remedy of nonpayment by the **Contractor**. The **Contractor** agrees to defend and resolve all claims made by subcontractors, indemnifying the **County** and the **Construction Project Manager** for all claims arising from or resulting from subcontractor, supplier, material men or laborer services in connection with this project.

17.6.4. The **Contractor** will indemnify the County and **Construction Project Manager** for any damages sustained including lost revenues resulting from the **Contractor**'s failure or refusal to perform the work required by these contract documents.

17.6.5. If, on the basis of the **Construction Project Manager's** observation of the Work during construction and final inspection, and the **Construction Project Manager's** review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the **Construction Project Manager** is satisfied that the Work has been completed and the **Contractor'**s other obligations under the Contract Documents have been fulfilled, the **Construction Project Manager** will, after receipt of the final Application for Payment, indicate in writing the **Construction Project Manager's** recommendation of payment and present the Application to the **County** for payment. At the same time, the **Construction Project Manager** will also give written notice to the **County** and the **Contractor** that the Work is acceptable subject to the provision of 17.7. Otherwise, the **Construction Project Manager** will return the application to the **Contractor**, indicating in writing the reasons for refusing to recommend final payment, in which case the **Contractor** shall make the necessary corrections and resubmit the Application. Warranties required by the Contract Document shall commence on the date specified on the Certificate of Final Completion unless otherwise specified.

17.7. Waiver of Claims

17.7.1. The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **County**, other than those previously made in writing and still unsettled.

17.7.2. The making and acceptance of final payment will constitute a waiver of all claims by the **County** against the **Contractor**, except claims arising from unsettled liens from defective Work appearing after final inspection pursuant to 17.5; from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; or from the **Contractor**'s continuing obligations under the Contract Documents.

ARTICLE 18 - SUSPENSION OF WORK AND TERMINATION

18.1 Suspension of Work

18.1.1. At any time and without cause, the County may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor and the Construction Project Manager, which will fix the date on which Work will be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if the Contractor makes any approved claim therefore as provided in Articles 12 and 13.

18.2. Termination for Cause

18.2.1. Upon the occurrence of any one or more of the following events by the **Contractor**:

(a) fails to begin the work under the Contract within the time specified in the Notice to Proceed;

(b) fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;

(c) performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the **County Project Manager** rejects as unacceptable and unsuitable;

(d) discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the **Construction Project Manager** notifies the **Contractor** to do so;

(e) becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;

(f) allows any final judgment to stand against him unsatisfied for a period of ten calendar days;

(g) makes an assignment for the benefit of creditors;

(h) fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;

(i) fails to comply with the **Construction Project Manager's** written suspension of work order within the
time allowed for compliance and which time is stated in that suspension of work order; or

(j) for any other cause whatsoever, fails to carry on the Work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the **County**;

(k) fails to comply with the provisions of Chapter 119 of the Florida Statutes;

(l) If the **Contractor** disregards laws or regulations of any public agency having jurisdiction;

(m) If the **Contractor** disregards the authority of the **Construction Project Manager** or the **County Project Manager**; or

(n) If the **Contractor** otherwise violates in any substantial way any provisions of the Contract; if the **Contractor**, within a period of ten (10) calendar days after receiving written notice from the **County** delivered to the **Contractor** and the Surety specifying the default(s) as described in subparagraphs (a) through (n) above, fails to correct the conditions of which complaint is made, the **County** will have full power and authority, without violating the Contract, to take possession of the Work out of the hands of the **Contractor** and to declare the **Contractor** in default.

18.2.2. In the event the **County** terminates the Contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision will be the means for disposition of the balance of the Contract obligations.

18.3. Termination for Convenience

18.3.1. The **County** may terminate the entire Contract or any portion thereof, if the **County** determines that termination is in its best interest. The **County** will deliver to the **Contractor** written notice of termination specifying the extent of termination and the effective date. When the **County** terminates the entire Contract, or any portion thereof, before the **Contractor** completes all items of Work in the Contract, the **County** will make payment for the actual number of units or items of Work that the **Contractor** has completed, at the Contract unit price, and such payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items of work not started. The **County** will not consider any claim for loss of anticipated profits, or overhead of any kind (including home office and jobsite overhead or other indirect impacts). The **County** will consider reimbursing the **Contractor** for actual cost of mobilization (when not otherwise included in the Contract) including moving equipment to the job where the volume of the work that the **Contractor** has completed is too small to compensate the **Contractor** for these expenses under the Contract unit prices. The **County** may purchase at actual cost acceptable materials and supplies procured for the work, that the **County** has inspected, tested, and approved and that the **Contractor** has not incorporated in the work. Submit the proof of actual cost, as shown by receipted bills and actual cost records, at such points of delivery as the **County** may designate. Termination of a contract or a portion thereof, under the provisions of this article, does not relieve the **Contractor** or the surety of its responsibilities for the completed portion of the Contract or its obligations for and concerning any just claims arising out of the work performed. All **Contractor** claims for additional payment, due to the **County**'s termination of the entire Contract or any portion thereof, must meet the requirements of Article 12.

18.4. Completion of Work by County

18.4.1. Upon declaration of default, the **County** will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the Work in an acceptable manner. The **County** will charge all costs that the **County** incurs because of the **Contractor**'s default, including the costs of completing the Work under the Contract, against the **Contractor**. If the **County** incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then the **Contractor** and the surety shall be liable and shall pay the **County** the amount of the excess. Such costs incurred by the **County** shall be verified by the **Construction Project Manager** and incorporated in a Change Order but in finishing the work the **County** shall not be required to obtain the lowest figure for the work performed. The **Contractor**'s obligation to pay the difference between such costs and such unpaid balance shall survive termination of the Contract. If, after the ten (10) day notice period and prior to any action by the **County** to otherwise complete the work under the Contract, the **Contractor** establishes his intent to complete the Work in accordance with the **County**'s requirements, then the **County** may allow, in its sole discretion, the **Contractor** to resume the Work, in which case the **County** will deduct from any monies due or that may become due under the Contract, any costs to the **County** incurred by the delay, or from any reason attributable to the delay.

ARTICLE 19 – DISPUTES / CLAIMS

19.1 The **Contractor** shall notify the **County** in writing of all disputes / claims arising under this Contract or its interpretation whether involving law, fact or both, or extra work, and all claims for alleged breach of contract within fourteen (14) calendar days of the commencement of the dispute. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope.

19.1. When submitting a claim, the **Contractor** shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the **Contractor**'s best knowledge and belief, and that the amount of the claim accurately reflects what the **Contractor** in good faith believes to be the **County**'s liability. Such certification must be made by an officer or director of the **Contractor** with the authority to bind the **Contractor**. In the meantime, the **Contractor** shall proceed with the Work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within fourteen (14) calendar days of its commencement, the claim will be considered only for a period commencing fourteen (14) calendar days prior to the receipt by the **County** of notice thereof. Each decision by the **County** will be in writing and will be mailed to the **Contractor** by registered or certified mail, return receipt requested, directed to the **Contractor's** last known address.

19.2. If the **Contractor** does not agree with any decision of the **County**, the **Contractor** shall be required to seek, prior to instituting any action in a court of law, mediation by a certified circuit court civil mediator who will be agreed to by the parties or, if the parties cannot agree to a mediator within thirty (30) calendar days of the request for mediation, said mediator will be chosen by the **Contractor**. Any mediation will be held in Polk County, unless otherwise agreed to by the **County** in its discretion. The parties will cooperate in good faith with the mediator with the cost of the mediator split equally between the parties, if the mediator is agreed upon, and by the **Contractor** if agreement on the mediator cannot be reached. If the **Contractor** does not agree with any decision of the **County**, or the mediation is unsuccessful, the **Contractor** shall in no case allow the dispute to delay the Work but shall notify the **County** promptly that the work is proceeding under protest and that the matter in question may be expected from the final releases.

ARTICLE 20 – MISCELLANEOUS

20.1 Limitation of Liability

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

20.2. Severability

20.2.1. The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract; any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract be determined to be void.

20.3. Waiver

20.3.1. A waiver by either the **County** or the **Contractor** of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Contract. Except as otherwise stated in Section 17.7, the making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Contract shall not waive such default

or breach, or any subsequent default or breach of this Contract, and shall not be construed as doing so.

20.4. Governing Law and Venue

20.4.1. This Contract shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida, or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

20.5. Attorneys' Fees and Costs

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

20.6. Non-Discrimination

20.6.1. The **Contractor** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

20.7. Public Entity Crimes

20.7.1. The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

20.8. Public Records Law

(a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLK-COUNTY.NET

20.9. Survival of Representations and Warranties

20.9.1. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Contract. Also, the obligation of the **Contractor** to maintain the work until initiation of operation shall survive final payment, termination or completion of the Contract.

ARTICLE 21-Unauthorized Alien(s):

21.1.1 The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "Affidavit Certification Immigration Laws."

ARTICLE 22 – PERFORMANCE EVALUATION

22.1 Contractor Evaluation

22.1.1. The **Contractor's** performance should be evaluated during and after completion of the project.

ARTICLE 23 – ALLOWANCES

23.1 Allowance Work

23.1.1. When the **County** determines, at its sole discretion, that it wishes to include an Allowance in the Contract, said amount shall be included in the Contract Price, Article 2 of the Contract (Part E).

23.1.2. Allowance Work, in the amount of five percent (5%) of the construction contract bid amount or $250,000, whichever amount is less, will be included in the contract price. No individual Allowance Work authorization greater than $100,000 shall be effective without the prior approval of the Board of County Commissioners. The Contract Work and all Allowance Work shall be performed in full compliance with all requirements of the Contract Documents. The sum of all approved Allowance Work performed pursuant hereto shall not exceed the amount of the Allowance. When all Work has been completed under this contract any balance of the original Allowance remaining at the completion of all work shall be deducted from the contract price by an approved change order.

23.1.3. The number of calendar days specified in the construction contract for performance of the contract work shall include a total time allowance of no more than 60 days or fifteen percent (15%) of the time specified at the time contract award for final completion of the project, whichever is less, for performance of Allowance Work. When all work has been completed under this contract any time set aside for Allowance Work remaining at the completion of all work shall be deducted from the contract time by an approved change order.

23.1.4. Upon a determination by the County Manager or his designee that certain construction work for which detailed specifications were not prepared or the scope of such work was not fully established at the time the **County** entered into a contract and upon determining that, for the purposes of expediency and efficiency, it would be in the **County's** best interest to have said work completed by the Project's **Contractor**, the County Manager or his designee will take appropriate action pursuant to the "Allowance" provision established under the Contract for the Project.

23.1.5. All changes and time for Allowance Work must be pre-approved in writing by the County Manager or his designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, the price for the Allowance Work and the time, if any, allocated for performance of the Allowance Work, as well as containing the authorizing signature of the County Manager or his designee. The **Contractor** shall not be authorized to perform any Allowance Work without the required AAR.

ARTICLE 24 – ANNUAL APPROPRIATIONS

24.1 Appropriations

24.1.1. **Contractor** acknowledges that the **County**, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the **County**'s performance and obligation to pay under this Contract is contingent upon annual appropriation.

ARTICLE 25 – NO CONSTRUCTION AGAINST DRAFTER

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

ARTICLE 26 – EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination

under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

ARTICLE 27 - Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

SPECIAL CONDITIONS

The County reserves the right to direct purchase any tangible personal property item of the bid in order to save the sales tax on the selected item, which may include equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major items. When the County exercises this option, the following procedures shall be used for ordering, receiving, and paying for the Owner Direct Purchase (ODP) item.

BID PRICES

The bid must include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

ORDERING

The items selected would be purchased directly from the suppliers the contractor used to submit their bid to the County and therefore made a part of the construction contract executed with the County.

The Contractor shall fully cooperate with the County, providing information for the preparation of County issued purchase orders for these ODP's, monitoring deliveries, and approving invoices.

Following receipt of a sales tax savings form, the Contractors requisition from the supplier and the suppliers quote to the Contractor, the County will issue a purchase order to the supplier for the item selected for ODP to be delivered to the project site. The approved purchase order will be sent to the supplier and the Contractor. The Contractor shall verify that the purchase order was issued correctly. A separate sales tax savings form and a separate purchase order shall be used for each item selected for ODP.

After the County has affirmed that the items contained in the purchase order meets the exemption requirements contained in Section 212.08(6), Florida Statute, and Rule 12A-1.094, Florida Administration Code, the County will issue a Certificate of Entitlement. A Certificate of Entitlement will be issued with each purchase order for each ODP. The original Certificate of Entitlement accompanied by the County approved purchase order, the Contractors requisition to the supplier and the suppliers quote for the selected ODP item will be placed on file with the Florida Department of Revenue. The Contractor and supplier will be issued copies from the County.

EXPEDITING

The Contractor shall be responsible for expediting delivery to ensure that ODP item(s) is received on time to maintain the construction schedule.

RECEIPT

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the project. The Contractor shall be responsible for receiving, warranting, 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 B – CONDITIONS OF CONTRACT

SUPPLEMENTARY CONDITIONS

Combee Academy SRTS Sidewalk and Street Lighting

Financial Management Number: 446549-1-58-01

1. PROJECT DESCRIPTION, PROJECT LOCATION & SCOPE OF WORK

1.1. Description: The project includes the construction of approximately 1,061 feet of sidewalk and the re-construction of numerous driveways near Combee Academy of Design and Engineering (CODE). Five-foot wide sidewalk will be constructed on:

- Morgan Combee Road from Combee Road to Woodland Avenue and Morganwood Drive to Ridge Lake Court (south and north side, respectively).

Street lighting will be designed and installed by Lakeland Electric (LE). Existing utilities will be relocated and/or modified as needed. This project will meet FDOT Standards.

1.2. Location: From Bartow, go north on US 98 for 7.8 miles. Turn right onto FL -540 E for 0.5 miles and go left onto Reynolds Road for 3.5 miles. At US 92 W turn left and then right onto Fish Hatchery Road. Finally, 1 mile later turn right onto Morgan Combee Road. All distances are approximate.

1.3. Scope of Work: Work includes, but is not limited to, sidewalk and drainage construction including erosion control, clearing and grubbing, excavation, embankment, gravity wall, ADA ramps and detectable warnings, signing and pavement markings and maintenance of traffic.

1.4. The CADD files are available upon request. The data within the CADD files is subject to change and it is the contractor's responsibility to request updates when necessary. Should the contractor choose to generate information from the CADD files, other than that which is shown on the signed and sealed plans, the contractor does so at its own risk.

1.5. Estimated construction cost is $722,500.00 and the estimated days to final completion is 150.

2. QUALIFICATION REQUIREMENTS

2.1. The prime contractor or subcontractors shall be on the **Current List of FDOT Prequalified Contractors** in the following work classes: Grading; Sidewalk; Drainage; Driveways; Pavement Marking; Roadway Signing.

2.2. Prime contractor must have been in business under the same name or EIN number for a minimum of 3 years.

2.3. Bidders must possess a Polk County Local Business Tax Receipt (f/k/a Business License} in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful bidder.

2.4. Contractor shall submit a reference list of at least three (3) completed project similar in scope within the last five (5) years that reflects similar work performed. The list shall include: the project description, project address, current contact person, telephone number, and e-mail address. References should be submitted with the Bid or must be submitted by the successful vendor within five (5) business days of request and before award.

2.5. Percentage of Work: The prime contractor shall perform a minimum of 40% of all work contained within the scope of work as outlined in the bid documents and special conditions, with the exception of signalization. This percentage of work requirement does not include the furnishing of materials or equipment in the construction, if not installed by the primary contractor.

3. BASIS OF AWARD

3.1. Lowest responsive and responsible bidder meeting qualifications and specifications.

3.2. A pre-award meeting may be required during the bid analysis phase. Prior to a recommendation of award being issued by the Procurement Director, a pre-award meeting will be conducted with the County, EOR, Construction Project Manager and the apparent low bidder. This pre-award meeting will be conducted to confirm that the apparent low bidder can perform the required services according to the bid document.

A memorandum of understanding between the County and the apparent low bidder shall be executed within 5 days after the pre-award meeting.

4. PERMITS

4.1. The Following permits have been acquired by the County for the project: None.

4.2. It shall be the Contractor's responsibility to submit the application, pay application fees and acquire the Florida Department of Environmental Protection (FDEP) Generic Permit for Stormwater Discharge from Construction Activities.

5. CERTIFIED AS-BUILT SURVEY DRAWINGS

5.1. The required number of sets of hard copy Certified As-Built Survey Drawings is three (3).

5.2. The Contractor shall prepare and provide the As-Built Survey Drawings to the County in .pdf format and AutoCAD format.

6. DEFINITIONS

6.1. "Certified As-Built Survey Drawings": Means as-built or record survey drawings or maps prepared by a Professional Land Surveyor (PLS) or Professional Surveyor and Mapper (PSM) according to the requirements of F.A.C. 61G17-6.005 Construction Layout Survey, Record or As-Built Survey, Quantity Survey. Certified As-Built Survey Drawings includes both hard copy drawings or maps and the electronic files prepared in AutoCAD® format compatible with the County's computer system. The following are minimum requirements to be shown:

6.1.1. Roadway Site Perimeter - Sufficient spot elevations to show as-built topography.
6.1.2. Driveway Areas - Sufficient spot elevations to show drainage and slopes.
6.1.3. Right-of-Way Swale/Drainage - All culvert inverts; swale flow-line grades; beginning and end bottom elevations; highs and lows along top of bank; and size of swale.
6.1.4. Underdrains/Pipe Culvert/PVC Sleeves - All inverts, inlet grate and bottom elevations, and sizes.
6.1.5. Outfalls - All pipe inverts, weir box elevations, weir elevation, and sizes.
6.1.6. Roadway/Off Site Drainage - All inverts; manhole top elevation; grate top elevations all storm and sanitary, if applicable.
6.1.7. Pavement width; curb width; shoulder width; sidewalk and bike path widths, every 100 feet.
6.1.8. Elevations; sidewalk; bike path; top and bottom of curb; edge of pavement; and centerline of road, every 100 feet.
6.1.9. Install new roadway alignment control points upon final roadway completion. Include all intersections and side streets. Latitude, departure and elevations for all control points.
6.1.10. Stations and offsets, all structures (including power poles, drainage structures, etc.)

6.2. "County Project Manager": Means the person designated as an agent or representative of the County for the purpose of directing or being in charge of the work embraced in this contract.

6.3. "FDOT": Means the Florida Department of Transportation.

6.4. "Inspector": Means the Professional's person designated as an agent or representative of the County to perform construction inspection.

6.5. "Plans": Means certified construction drawings prepared by the Engineer of Record (EOR).

6.6. "Specialty Engineer": Means a Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the project work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant. The Specialty Engineer must be qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation. For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications: (1) Registration as a Professional Engineer in the State of Florida; (2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

6.7. "Utility Work by Highway Contractor": Means utility work described plans prepared by a utility owner and made a part of this Contract by agreement with the County.

6.8. "Bridge" – a structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the

roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.

7. GENERAL

7.1. The Contractor is solely responsible for all work called for in the Contract Documents according to the terms of the Contract Documents and this responsibility cannot be transferred to subcontractors.

7.2. The hierarchy of authority for this contract shall be:

- First (Highest): Polk County Director of Roads & Drainage
- Second: Polk County Engineering Manager
- Third: Polk County Project Manager

7.3. No work shall be performed under the provisions of this contract on any properties outside the limits of the project area without prior written permission of the lawful affected landowner. Any such permission shall be obtained by the Contractor and shall identify the provisions under which such work is to be performed and written permission obtained shall be provided to the County Project Manager prior to the associated work being performed. The Contractor shall not be compensated for any work outside the project area and shall hold the County harmless for all liabilities associated with said work outside the project area.

7.4. Upon execution of the Contract, the County reserves the right to conduct an audit of the Contractor's records pertaining to the project. The County or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter.

8. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

8.1. When the Standard Specifications, Special Provisions, Supplemental Specifications or Technical Special Provisions refer to:

8.1.1. "The Engineer" in the role of construction inspection and construction management, this term is the same as "Construction Project Manager" as defined in the Contract Documents.

8.1.2. "The Department" or "FDOT" in the role of owner of the project, the interpretation of the document shall be that the reference is to the County as the owner of the project.

8.1.3. "State Road," it shall mean any public roadway.

8.1.4. "The Department's acceptance tests," it shall mean the tests adopted by the County.

8.1.5. "The District and/or Central Labs," it shall mean the Contractor's testing subcontractor authorized by the County.

8.2. If any conflicts exist between the specifications prescribed in the Contract Documents, the more stringent requirement shall apply. In case of discrepancy, the governing order of the contract documents is as follows:

1. Special Conditions
2. Technical Special Provisions
3. Plans

4. Road Design, Structures and Traffic Operations Standards
5. General Conditions
6. FDOT Supplemental Specifications
7. Standard Specifications
8. Supplementary Conditions (JPA / Utility)

Computed dimensions govern over scaled dimensions.

8.3. Before starting construction, provide a Quality Control Program for County approval according to FDOT Standard Specification Section 105 Quality Control Program and Laboratory Qualification Program.

8.4. FDOT Standard Specification Section 5-1.4 Shop Drawings shall apply to this contract.

8.5. FDOT Standard Specification Section 5-7 Engineering and Layout shall apply to this contract.

9. CONSTRUCTION PROGRESS SCHEDULE

9.1. The Contractor shall prepare and maintain a project progress schedule according to FDOT Specification 8-3.2 Submission of Working Schedule.

10. TESTING AND INSPECTIONS

10.1. The Contractor is responsible for all required testing on the project except when the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the Contractor. For these inspections and testing, the Contractor shall give the County 48-hours notice to prepare for the required inspections or testing. All such inspections, tests or approvals performed by the County shall be identified in writing by the County Project Manager to the Contractor as well as the name of the testing facility that will be performing the inspections and testing.

10.2. Except as described above, all inspections, tests or approvals shall be at the Contractor's expense and shall be included in the unit cost for the appropriate pay item. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the Contractor will furnish the County Project Manager with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material (ASTM) or such other applicable organizations as may be required by law or the Contract Documents. Material or Work in place that fail to pass acceptability tests shall be retested at the direction of the County Project Manager and at the Contractor's expense.

10.3. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. With the exception of Asphalt Plant, The County Project Manager's staff is responsible for required verification testing on the project and will coordinate this work with the Contractor's Quality Control Manager. If there is a discrepancy between the contractor's quality control test and the County Project Manager's verification test, and if either one of the tests fail to meet minimum Specification requirements, both parties will jointly take a split resolution sample and deliver the sample to a pre-determined, independent testing lab contracted by the County. The independent testing lab will not be the same lab

providing verification testing services for the County. The results from the independent resolution lab shall be used and accepted by both parties as the final testing results representing the portion of material in question.

11. MATERIALS

11.1. The Contractor shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the County immediately upon delivery or as soon thereafter as is practical.

11.2. Arrangements for storage areas for materials and equipment shall be the responsibility of the Contractor. Before mobilizing or storing any materials or equipment, the Contractor shall identify the areas to be used for storage in writing to the County. If property other than County right-of-way is proposed for storage, the Contractor shall provide the County a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property.

12. WORKSITE VISIBILITY

12.1. No work shall be performed when the visibility is less than two (2) times the Stopping Sight Distance for the highest regulatory posted speed through the project area as defined in the FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways. Visibility distance shall be measured in all directions of travel and at locations and directed by the County. Contract time extensions for substandard visibility shall be assessed according to Article 13 of the General Conditions.

13. FIELD OFFICE

13.1. When a Field Office is included in the Contract, the unit cost for the Field Office shall include electric, telephone, water, sanitary and high-speed internet, including all required application and inspection fees and deposits.

Note: A Field office is not required on this project.

14. EROSION CONTROL

14.1. The Contractor shall conform to the requirements of Polk County Ordinance No. 93-06 and the FDOT Standard Specifications Section 104.

14.2. When erosion control devices or measures fail to prevent erosion or pollution, the Contractor shall be responsible for removing or cleaning up the eroded materials or pollution to the satisfaction of the County and/or State agency having jurisdiction at no additional cost to the County.

14.3. The Contractor shall remove and dispose of temporary erosion control devices after construction and/or establishment of the associated permanent erosion control devices or as directed by the County. The cost for removal shall be included in the unit price for the individual erosion control devices.

15. GRASSING

15.1. Immediately before placing or installing grassing of any type (i.e., seed, seed and mulch, sod), the Contractor shall shape and rake the prepared soil surface by hand.

The cost for shaping and raking shall be included in the unit price for the associated grassing pay item.

16. MAINTENANCE OF TRAFFIC

16.1. The terms Traffic Control Plan (TCP) and Maintenance of Traffic Plan (MOT Plan) are intended to be synonymous. The term Maintenance of Traffic (MOT) is the function presented in the TCP.

16.2. If a TCP is provided in the construction plans and the Contractor intends to use that plan to maintain traffic, the Contractor shall provide a letter to the County stating that the provided TCP will be implemented for this contract. The Contractor may propose an Alternative TCP in accordance with FDOT Standard Specification Section 102 for consideration by the County. Any alternative TCP must be approved by the County before it can be implemented and shall be prepared at no additional cost to the County.

16.3. If a TCP is not provided in the construction plans, the Contractor shall prepare a TCP according to the requirements of the FDOT Plans Preparation Manual, the FDOT Roadway and Traffic Design Standards and the FDOT Standard Specifications for Road and Bridge Construction. The TCP shall be prepared by, and signed and sealed by, a Specialty Engineer is certified by an FDOT approved training agency which meets the FDOT maintenance of traffic training requirement for advanced training. The Contractor shall submit a copy of the certification that the Specialty Engineer is certified by an FDOT approved training agency that meets the FDOT maintenance of traffic training requirement for advanced training. The cost for preparing the TCP shall be included in the lump sum unit price for pay item 102-1 Maintenance of Traffic LS.

16.4. The Contractor shall provide the County a copy of the contractor's Worksite Traffic Supervisor certification that satisfies the requirements of FDOT Standard Specification 105-8.3.

16.5. All lane and/or road closures require approval of the County. The Contractor shall submit a completed Request for Lane or Road Closure form to the County Project Manager at least 14 calendar days before the date of the proposed closure. The request must include a complete Traffic Control Plan showing the proposed closure and locations of all signs and traffic control devices. No closures shall be implemented without County approval.

17. UNDERGROUND FACILITIES

17.1. The location(s) of the utilities shown in the plans (including those designated Vv, Vh and Vvh) are based on limited investigation techniques and should be considered approximate only. The verified locations/elevations apply only at the points shown. Interpolations between these points have not been verified.

18. HISTORICAL AND ARCHAEOLOGICAL

18.1. If historical or archaeological artifacts are discovered at any time on the project site, the Contractor must notify the County, the Water Management District, the Florida Department of State and the Division of Historical Resources. The Contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work or perform extra work in the affected area, delays and additional costs will be considered an unforeseen difficulty according to the General Conditions.

19. EMERGENCIES

19.1. In the event of an emergency, the Contractor shall immediately notify the County Project Manager.

20. CONTAMINATION

20.1. Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hoursof occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the County.

21. SAFETY

21.1. The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the Project Area.

21.2. The Contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The Contractor is responsible for contacting Sunshine State One-Call of Florida, Inc.(Sunshine 811), at 811 or 1-800-432-4770 or www.sunshine811.com, no less than two (2) business days (48 hours) and no more than 5 business days before beginning any excavation, the Contractor provide notification according to the procedures of the F.S. Chapter 556.

22. WORK AREA CLEAN-UP REQUIREMENTS

22.1. During the progress of the Work, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the Work.

22.2. Following completion of the Work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the County at substantial completion of the Work.

23. WORK STOPPAGE

23.1. From time to time, it may be necessary for the Contractor to stop a portion of the work or all work to accommodate a civic function. If the Contractor will be required to stop work, the County Project Manager shall notify the Contractor a minimum of five (5) Working Days before any requested work stoppage. Following resuming work, the Contractor and the County Project Manager shall agree to and document the number of additional Days to be added to the Contract Time to accommodate the requested work stoppage.

24. VIDEO RECORDS

24.1. Pre-Construction Video Record: Before beginning mobilization activity, the Contractor shall video record the existing conditions in the project area before the start of any construction activity. The video recording shall document the condition

of all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction. The video recording shall be delivered to the County Project Manager 14 days prior to the start of any construction activity for review and approval.

24.2. Post-Construction Video Record: In addition to the video recording requirements of FDOT Standard Specification 430-4.8, within ten (10) calendar days after the date of final completion the Contractor shall video record the finished project. The video recording shall document the condition of the finished construction project, all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction.

24.3. All video records shall be delivered to the County Project Manager on digital video disk (DVD) in a format compatible with Microsoft Media Player and labeled with the project number, project name, date and subject, and the name, address and telephone number of the Contractor and the company responsible for recording the video record. The cost for the Pre-Construction Video Record, Post-Construction Video Record and the required DVD copies shall be included in the lump sum bid unit price for 101-1 Mobilization.

25. APPLICATION FOR PROGRESS PAYMENT

25.1. By signing and submitting an Application for Payment the Contractor certifies that all work and/or materials storage associated with the quantities in the Application for Payment have been completed in accordance with the Contract Documents.

25.2. When the Contract contains Utility Work by Highway Contractor the Contractor shall prepare a separate Application for Payment for each utility participating in the Utility Work by Highway Contractor. The Contractor shall submit Applications for Progress Payment for progress successfully performed and completed for each calendar month during the term of the contract.

25.3. In addition to the requirements of General Conditions 16.9, the final completion and waiver of claims will not be accepted by the County until the Certified As-Built Survey Drawings have been reviewed and accepted by the County and the required number of sets of the accepted Certified As-Built Survey Drawings and electronic files, and the Certificate of Final Completion have been received by the County.

25.4. Each Application for Payment submitted by the Contractor shall include a copy of all invoices for stored materials and the materials certifications for all materials stored or used in the work that is included in said Application for Payment.

26. LIQUIDATED DAMAGES

26.1. The parties acknowledge that it would be difficult or impossible to accurately determine the amount of actual damages the County would or may incur as a consequence of the Contractor's failure to timely deliver the Project Work in accordance with the Contract Documents. Accordingly, in lieu of assessing actual damages if the Contractor fails to timely deliver Project Work, the parties confirm that: (i) the assessment of liquidated damages is reasonable and appropriate; (ii) the terms and the amount(s) of the liquidated damages stated below are reasonable; and (iii) the liquidated damages will be assessed as the County's remedy under such circumstances and not as a penalty.

26.2. Should the Contractor request and be granted additional time to reach substantial completion via change order(s), the last revised date shall be the date used to calculate the time from which liquidated damages will be assessed.

26.3. Applicable liquidated damages are the amounts established in FDOT Specification 8-10.2 Amount of Liquidated Damages.

27. PERFORMANCE EVALUATIONS

27.1. The Contractor will be evaluated on the performance of work and administration of the contract. Deficiency letters may be issued to the Contractor by the County for any work or activity of the Contractor or their subcontractors that does not satisfy the terms or intent of the contract. Deficiency letters will be a part of the interim and final Contractor performance evaluations of the contract.

28. PROJECT CONTINGENCIES

28.1. The Bid Form includes $60,000.00 in contingency funds. The County shall approve charges against contingencies prior to invoicing. Any established unit prices shall prevail. If there are no unit prices established for the work, then the Contractor shall be reimbursed as defined in the General Conditions. The contingency funds will be used for actual work (time and materials). The contingency funds will not be used for any delay cost but may only be used for unforeseen conditions as determined by and agreed to by the County. It is understood that the County will be responsible for any contingency amount and will not use the LAP Agreement funds for any contingency work. The project contingencies have been defined as follows:

28.1.1. Roadway: $60,000.00.

29. MISCELLANEOUS

29.1. The regular working hours for Polk County are Monday through Friday from 7:00 am to 5:30 pm. Permission to work outside of the regular work hours must be requested a minimum of two working days in advance from the County Project Manager. Permission to work on County holidays must be requested a minimum of two working days in advance from the County Project Manager.

29.2. Article 20.3 of the General Conditions is modified as follows: The Contractor shall utilize E-Verify. The use of E-Verify is mandatory on this project.

31. PROCUREMENT OF RECOVERED MATERIALS

31.1 In the performance of this Contract/Purchase Order, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

31.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

31.1.2 Meeting contract performance requirements; or

31.1.3 At a reasonable price.

31.2 Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

32 PROGRAM FRAUD AND FALSE OR FRAUDELENT STATEMENT OR RELATED ACTS

32.1 The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Purchase Order.

33 Federal Provisions

The Supplemental Conditions – Federal Clauses attached as Appendix I, are hereby fully incorporated by this specific reference, as if set forth in the body of this Agreement.

ATTENTION BIDDERS

The Successful Bidder must register in our new Vendor Database if you have not already done so prior to award of this bid. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

https://www.polk-county.net/business/procurement/vendor-information/

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future bids and quotes.

FDOT SUPPLEMENTARY CONDITIONS

Combee Academy SRTS Sidewalk and Street Lighting
FPID 446549-1-58-1

Items contained in this supplemental terms and conditions package are based on FDOT Form 525-010-44.

*Note: In the event that a conflict arises between the County Terms and Conditions and the FDOT Supplementary Conditions, the FDOT Supplementary Conditions shall **take** precedence.*

Plan, Specification & Estimates (PS&E} Submittal-Plans Review

Please see Part F.

1. Advertisement

The project will be advertised and bid for a minimum of 30 days. Solicitation information is available in The Ledger, Polk County's local newspaper, and all current solicitations are posted on the County's website at https://www.polk-county.net/procurement/procurement- bids. A notice will be posted in the Procurement Division as well.

2. Bonding

General Conditions, Article 2-Definitions, 2.6 the term "Bonds" is replaced in its entirety:

2.6 The term **"Bonds"** means the Bid, Performance, and Payment Bonds and other instruments of security furnished by the Contractor and its Surety in accordance with the Contract Documents.

General Conditions, Article 6-Bonds, Insurance, Indemnification, 6.1 Public Construction Bond and Other Bonds is deleted and replaced in its entirety:

6.1 Performance Bond, Payment Bond and Other Bonds

6.1.1 The **Contractor** shall furnish a Performance Bond and a Payment Bond, in an amount equal to the amount recommended for award and, if called out in the contract, the allowance amount, as security for the faithful performance and payment, respectively, of all the **Contractor's** obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents. The **Contractor** shall also furnish such other Bonds

as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as otherwise provided by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated AVIII or better.

6.1.2 The Contractor shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bonds in the same amount of one or more change orders.

6.1.3 The bonds required by the Contract Documents to be purchased and maintained by the Contractor shall be obtained from a surety that is duly licensed or authorized in the State of Florida to issue bond for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certify copy of authority to act. Such surety shall also meet such additional requirements and qualifications as may be provided in the Supplementary conditions.

6.1.4 If the surety on any bond furnished by the **Contractor** is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 6.1.1, the **Contractor** shall within ten (10) work days thereafter substitute another bond and surety, both of which must be acceptable to the **County.**

3. Buy America and Foreign Contractor and Supplier Restriction

6-5.2 Source of Supply-Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the Contractor uses but does not

incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

4. certification of current capacity

Please see Part G FDOT Form# 525-010-46.

5. Change Orders

The Contract Documents may be amended to provide for additions, deletions and revisions to the Work by a Change Order or an Allowance Authorization. In addition, the requirements of the Contract Documents may be supplemented and **minor** variations and deviations in the Work may be authorized by a Field Order or the **Professional's** written interpretation or clarification. See FDOT Division 1 spec's section 4-3

1. Claims

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation

within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of
$3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than
$3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-
12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non- controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

5-12.3 Content of Written Claim:

As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;

2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;

3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;

4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

    a. Documented additional job site labor expenses;

    b. Documented additional cost of materials and supplies;

    c. A list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;

    d. Any other additional direct costs or damages and the documents in support thereof;

    e. Any additional indirect costs or damages and all documentation in support thereof.

6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim:

The Engineer will respond in writing on projects with an original Contract amount of
$3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than $3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance per 5-11 of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest:

Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days

following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-
12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer pursuant to 8-6.1, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs

incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records:

After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration:

The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim:

When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must

be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items:

The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;

2. Any claim for other than extra work or delay;

3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;

4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies:

Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions:

The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials:

In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood

that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims:

All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;

8. Equipment records (list of company owned, rented or other equipment used);

9. Vendor rental agreements and subcontractor invoices;

10. Subcontractor payment certificates;

11. Canceled checks for the project, including, payroll and vendors;

12. Job cost report;

13. Job payroll ledger;

14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;

15. Cash disbursements journal;

16. Financial statements for all years reflecting the operations on this project;

17. Income tax returns for all years reflecting the operations on this project;

18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;

19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;

20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

8. Conflict of Interest

In accordance with 2 CFR 200.112, 23 CRF 1.33, & 23 CFR I 72.7(b)(4), no official or employee of a State or any other

governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality **in** connection **with** a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. It shall be the responsibility of the State to enforce the requirements of this section.

a. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

Please see Part G Pages FDOT Form No. 375-030-50.

9. Contractor Purchased Equipment for State or Local Ownership

The County does not allow for Contractor to purchase equipment for State or Local ownership.

10. Disadvantaged Business Enterprise **{DBE)**

Please see Part G FDOT Form 275-030-11

7-24 Disadvantaged Business Enterprise Program.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b}, the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part
26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as "non-responsible."

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.

2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. The procedures adopted to comply with these Specifications;

2. The number of subordinated Contracts on Department projects awarded to DBEs;

3. The dollar value of the Contracts awarded to DBEs;

4. The percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;

5. A description of the general categories of Contracts awarded to DBEs; and

6. The specific efforts employed to identify and award Contracts to DBEs. Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions: 49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees

customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

11. The current DBE Goal is 10.54%.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

11. E-Verify

7-29 E-Verify. The Contractor shall utilize the U.S. Department of Homeland Security's E- Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

12. Equal Employment Opportunity

7-31 Title VI Assurance- DOT 1050.2A, Appendix A and Appendix E (see Part G page 62).

13. Equipment Rental Rates

For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained

therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

a. Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.
b. Allowable Hourly Operating Cost= Hourly Operating Cost x 100%.
c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

14. FHWA-1273

See FHWA Form-1273 Part G Exhibit G.

15. Foreign Contractor and Supplier Restriction

The proposal may not limit project to domestic-owned contractors only. The proposal may not include the Florida orders on businesses with Syria, Cuba, Iran and Sudan.

16. Incentive/Disincentive Clauses

Not applicable to this contract.

17. Indemnification and Insurance

See Part G page 22 for FDOT Form 525-010-40

To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The forgoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statues, Section 768.28. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Contractor 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.

18. Indian Preference on federal-aid projects {Labor and Employment)

Not applicable to this contract.

19. Inspector General

The Parties agree to comply with s.20.055(5). Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

20. Liquidated Damages

The parties acknowledge that it would be difficult or impossible to accurately determine the amount of actual damages the County would or may incur as a consequence of the Contractor's failure to timely deliver the Project Work in accordance with the Contract Documents. Accordingly, in lieu of assessing actual damages if the Contractor fails to timely deliver Project Work, the parties confirm that: (i) the assessment of liquidated damages is reasonable and appropriate; (ii) the terms and the amount(s) of the liquidated damages stated below are reasonable; and (iii) the liquidated damages will be assessed as the County's remedy under such circumstances and not as a penalty.

Should the Contractor request and be granted additional time to reach substantial completion via change order(s), the last revised date shall be the date used to calculate the time from which liquidated damages will be assessed.

Applicable liquidated damages are the amounts established in FDOT Specification 8-10.2 Amount of Liquidated Damages

21. Lobbying Certification

See Part G page 4 and 5 for FDOT Form 375-030-33 and FDOT Form 375-030-34.

22. Local Hiring preference

Not applicable with Federal Funding.

23. Method of Bidding

Project will be awarded to the lowest responsive and responsible bidder meeting qualifications and specifications. See Supplementary Conditions #4 on page SC-2.

24. Non-collusion Provision

See Part G FDOT Form 575-060-13.

25. Off-site Storage and Staging Areas

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife

Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address:https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/proi:rrammanagement/implemented/urlinspecs/files/endangeredwildlife guidelines. pdf?sfvrsn=e27baf3f_2.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement ofthe off-site activity, to allow for the Department to conduct an investigation without delaying job
progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for

permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

26. On the Job Training

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will

be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:
   a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.
   b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
$2,000,000 or less	0
Over $2,000,000 to $4,000,000	2
Over $4,000,000 to $6,000,000	3
Over $6,000,000 to $12,000,000	5
Over $12,000,000 to $18,000,000	7
Over $18,000,000 to $24,000,000	9
Over $24,000,000 to $31,000,000	12
Over $31,000,000 to $37,000,000	13
Over $37,000,000 to $43,000,000	14
Over $43,000,000 to $49,000,000	15
Over $49,000,000 to $55,000,000 ,	16
Over $55,000,000 to $62,000,000	17
Over $62,000,000 to $68,000,000	18
Over $68,000,000 to $74,000,000	19
Over $74,000,000 to $81,000,000	20
Over $81,000,000 to $87,000,000	21
Over $87,000,000 to $93,000,000	22
Over $93,000,000 to $99,000,000	23
Over $99,000,000 to $105,000,000	24
Over $105,000,000 to $112,000,000	25
Over $112,000,000 to $118,000,000	26
Over $118,000,000 to $124,000,000	27
Over $124,000,000 to $130,000,000	28
Over $130,000,000 to*	
'One additional trainee per $6,000,000 of estimated Construction Contract amount over $130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall

submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

2. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
3. When there is a change in previously approved classifications;
4. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.

2. Credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.

3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.

4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and

private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department.

Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form
2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department. The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is

being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training.

Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee's wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage upon

graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained. The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On- The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntary terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

27. Owner Force Account/Cost Effective Justification

Owner Force Account contracting is not allowed without first submitting a finding of cost- effectiveness. This must be approved by the District LAP Administrator.

28. Patented/Proprietary Materials

In accordance with 23 CFR 635.411 Florida Departments of Transportation shall have the autonomy to determine culvert and storm sewer material types to be included in the construction of a

project on a Federal-aid highway. See Part G for FDOT Form 630-020-07.

29. Prequalification

A contractor desiring to bid for the performance of any construction contract located on the National Highway System (NHS) of State Highway System (SHS) in excess of $250,000 must be certified by the Department of Transportation as qualified in accordance with Section 337.14(1), Florida Statutes and Rule 14-22, Florida Administrative Code. Any bid for the performance of any construction contract in excess of $250.000 submitted by a contractor not certified by the Department of Transportation as qualified shall be declared "IRREGULAR" and will be REJECTED. This project is not located on the NHS or SHS.

30. Prevailing Minimum Wage

See Wage Table attached as Attachment A.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

Wage Rate Decision Number	Associated Work
FL185	All highway work under this contract.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department's Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

31. Progress Payments/Estimates

9-5 Partial Payments.

9-5.1 General: The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Retainage will not be withheld until the percent of Contract Time used exceeds 75%. From that time forward, the Department will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of Contract Time used exceeds the percent of Contract amount earned by more than 15%.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final estimate.

9-5.2 Unsatisfactory Payment Record: In accordance with Sections 255.05 and
337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory.

9-5.3 Withholding Payment:

9-5.3.1 Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The Department will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after beginning work:

1. Comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;

2. Comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;

3. Comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and

4. Comply with or make a good faith effort to meet On-The-Job Training goals.

The Department will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.4 Release of Retainage After Acceptance: When the Contractor has furnished the Department with all submittals required by the Contract, such as invoices, EEO reports, materials certifications, certification of materials procured, etc., (excluding Contractor's letter of acceptance of final amount due and Form 21 A release) and the Engineer has determined that the measurement and computation of pay quantities is correct, the Department may reduce the retainage to $1,000 plus any amount that the Department elects to deduct for defective work as provided in 9 5.3.

The Department may deduct from payment estimates any sums that the Contractor owes to the Department on any account. Where more than one project or job (separate job number) is included in the Contract, the Department will distribute the reduced retainage as provided in the first paragraph of this Sub article to each separate project or job in the ratio that the Contract value of the work for the particular job bears to the total Contract amount.

9-5.5 Partial Payments for Delivery of Certain Materials:

9-5.5.1 General: The Department will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2. The stockpiled material must be approved as meeting applicable specifications.

3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

9-5.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

1. Partial payments less than $5,000 for any one month will not be processed.

2. Partial payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-5.5.3 Off Site Storage: If the conditions of 9 5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9
5.5.1 and the following conditions are met:

1. Furnish the Department a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Florida Department of Transportation. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

"Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Florida Department of Transportation should <supplier> default in the performance of this agreement."

"Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Florida Department of Transportation."

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

9-5.6 Certification of Payment to Subcontractors: The term "subcontractor," as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor's work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

32. Prohibition Against Convict Produced Materials

6-5.1 Source of Supply-Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made

materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C.
114. The Department will limit the use of materials produced by convict labor for use in Federal- aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,

2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12 month period shall not exceed the amount produced in such facility for use in such construction during the 12 month period ending July 1, 1987.

33. Public Agencies in Competition with the Private sector

In accordance with 23 CFR 635.112(e) except in the case of a concession agreement, as defined in section 710.703, no public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors.

34. Publicly owned Equipment

The Contractor shall furnish all materials, equipment, supplies and labor necessary to perform the tasks of the project. The Contractor is not permitted to utilize County Owned Equipment in accordance with 23 CFR 635.106.

35. Standardized Changed Conditions Contract Clauses

The Contract Documents may be amended and revisions to the Work shall be made by a Change Order or an Allowance Authorization. In addition, the requirements of the Contract Documents may be supplemented and **minor** variations and deviations in the Work may be authorized by a Field Order or the **Professional's** written interpretation or clarification. See FDOT Division 1 specification package Section 4-3 and 5-12.

36. State-produced Materials (Florida or other)

The County certifies that preference is not given to contractors who purchase materials from any specifically designated state.

37. State/Local Owned/Furnished/Designated Materials

All materials required for this Project shall be supplied by the Contractor. Projects located on the National Highway System shall require FHWA approval for direct purchase of materials by the Owner.

38. Subcontracting

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 30% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve

the Contractor or the surety of their respective liabilities under the Contract.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

39. Suspensions and Debarment

All Contractors and Subcontractors shall complete FDOT Form 375-030-32 which can be found in Part G on page 3.

40. Termination of Contract

Upon the occurrence of any one or more of the following events:

If the **Contractor** fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable material or equipment; or failure to adhere to the progress schedule established;

If the **Contractor** disregards laws or regulations of any Regulations of any public agency having jurisdiction;

If the **Contractor** disregards the authority of the **Professional** or the **Project Manager;** or

If the **Contractor** otherwise violates in any substantial way any provisions of the Contract Documents.

The **County** may, after giving the **Contractor** and surety seven (7) working days' written notice and to the extent permitted by Laws and Regulations, terminate the services of the **Contractor;** exclude the **Contractor** from the site; take possession of the Work and of all the **Contractor's** tools, appliances, construction equipment and machinery at the site; use the same to the full extent they could be used by the **Contractor** (without liability to the **Contractor** for trespass or conversion); incorporate in the Work all material and equipment stored at the site or for which the **County** has paid the **Contractor** but which are stored elsewhere; and finish the Work as the **County** may deem expedient. In such case, the **Contractor** shall not be entitled to receive any further payment beyond an amount equal to the value of the work actually completed and the value of material and equipment not incorporated in the work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs

of completing the work exceed the unpaid balance of the contract price, the **Contractor** shall pay the difference to the **County.** Such costs incurred by the **County** shall be verified by the **Professional** and incorporated in a Change Order; but in finishing the work the **Contractor** shall not be required to obtain the lowest figure for the work performed. The **Contractor's** obligations to pay the difference between such costs and such unpaid balance shall survive termination of the agreement.

In the event the **County** terminates the contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision will be the means for disposition of the balance of the contract obligations.

- **Termination for Convenience**

- Upon seven (7) working days' written notice to the **Contractor** and the **Professional,** the **County** may, without cause and without prejudice to any other right or remedy of the **County,** elect to terminate the Contract. In such case, the **Contractor** shall be paid (without duplication of any items):

  For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

  - For expenses sustained prior to the effective date of termination in performing services and furnishing labor, material or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

    For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and

  - For reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

41. <u>Time Extensions</u>

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays

occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8 6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre- determined controlling work items; or

2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

No additional compensation will be made for delays caused by the effects of inclement weather. The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area- wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the

Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary

request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary

compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

42. Warranty Clauses

The **Contractor** warrants and guarantees to the County that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the **Contractor** by the **Project Manager.** All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

If, after approval of final payment and prior to the expiration of one year after the date of final completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work or material are found to be defective, incomplete or otherwise not in accordance with the Contract Documents, the **Contractor** shall promptly, without cost to the **County** and in accordance with the **County's** written instructions, either correct such defective Work or, if it has been rejected by the **County,** remove it from the site and replace it with non-defective work. If the **Contractor** does not promptly comply with the terms of such instructions, the **County** may have the defect moved or replaced.
All direct and indirect costs of such action will be paid by the **Contractor.**

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The County has been awarded and received Local Agency Program Funds for the services to be provided under the Agreement from the Florida Department of Transportation. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this RFP, any resulting award with the prime Contractor, and any resulting contracts between the prime Contractor and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. Equal Employment Opportunity. (Applicable to construction only)

During the performance of this Contract, the Contractor agrees as follows:
(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States

2. **Contract Work Hours and Safety Standards Act**.

(1) Overtime requirements. Neither the Contractor, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. the U.S. Department of Treasury, the applicable Federal agency, or Polk County as the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

3. **Clean Air Act and the Federal Water Pollution Control Act**.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Department of Transportation and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Department of Transportation, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Florida Department of Transportation.

4. **Debarment and Suspension. (Exhibit "A")**

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the U.S. Department of Treasury and the County. The Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout

the period of any contract or purchase order that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (attached hereto as Exhibit "B"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6. **Procurement of Recovered Materials.**

(1) In the performance of this Contract/Purchase Order, the Contractor shall to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. Additionally Contractors shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

7. **Domestic Preference**

In accordance with 2 CFR §200.322, to the greatest extent practicable under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8. **Affirmative Action.**

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible. The Contractor shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen. Affirmative steps include:

(1) Placing qualified small and minority businesses, women's business enterprises, and veteran-owned businesses on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

9. **Access to Records**. The following access to records requirements apply to this Contract and any Purchase Order issued hereunder:

(1) The Contractor agrees to provide Polk County and the U.S. Department of Treasury, or any of their authorized representatives, including but not limited to the Government Accountability Office ("GOA"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC"), access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The Contractor agrees to provide the U.S. Department of Treasury or their authorized representatives access to construction or other work sites pertaining to the work being completed under the applicable Purchase Order."

10. **FDOT Seal, Logo, and Flags**. The Contractor shall not use the FDOT seal(s), logos, crests, or reproductions of flags or likenesses of FDOT agency officials without specific FDOT pre- approval.

11. **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that LAP Agreement funds will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

12. **No Obligation by Federal Government.** The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from this Purchase Order.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Purchase Order.

14. **Changes.**

All changes, if any, must be performed in accordance with the RFP Documents, including, without limitation, Article 11 and Article 12 of the General Conditions, as well as with any and all Federal supplemental requirements. The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant, and reasonable for the completion of the project scope. A cost analysis must be performed. The profit must be negotiated as a separate cost from the Contractor's cost. Contractors must provide a complete breakdown of all costs associated with the purchase.

Should the successful Contractor request a change of work, or additional work, after execution of the contract, and it can be reasonably determined that the Contractor was aware of the needed change or additional work prior to the award, the Contractor will perform the work at no additional cost to the County.

15. **Default and Remedy**.

Process. If the Contractor materially defaults in the timely performance of any Contract obligation, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other Contractors or providers at the Contractor's sole cost and expense to provide those unperformed or deficient Contract obligations of the Contractor; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Contractor pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Contractor, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of American Rescue Plan funding caused, directly or indirectly, by the Contractor's delay. Upon any such termination pursuant to this Section, the County shall pay the Contractor the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Contractor shall cease.

Certain Material Defaults. Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a

general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

16. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

In accordance with 2 CFR §200.216 and Appendix II to Part 200, subsection (K), no funding or services provided pursuant to or in connection with this Contract, shall in any way be used to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

"General Decision Number: FL20250223 07/04/2025

Superseded General Decision Number: FL20240223

State: Florida

Construction Type: Building

County: Polk County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage

	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	01/24/2025
2	03/14/2025
3	07/04/2025

ASBE0067-003 01/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 30.12	13.11

ELEC0915-005 12/01/2024

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring)	$ 31.58	43%+0.35

ELEV0074-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 51.83	38.435+a+b

FOOTNOTE:

a. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular

hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

b.Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day, Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

ENGI0487-030 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1		
150 ton lattice, 250 ton hydro, friction, tower and luffing cranes, 300+ ft boom	$ 39.01	16.85
Group 2		
Lattice under 150 ton, 100 ton up to 250 ton hydro cranes	$ 38.01	16.85
Group 3		
Cranes not described above; Mechanics	$ 37.01	16.85
Group 4		
Forklift	$ 35.01	16.85

Journeyman Oiler shall be paid: 90% of Group 3's rate.

IRON0402-001 10/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.90	15.66

---

* SFFL0821-004 07/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 35.03	24.00

---

* SUFL2014-032 08/16/2016

	Rates	Fringes
CARPENTER	$ 17.10 **	1.63
CEMENT MASON/CONCRETE FINISHER	$ 14.82 **	0.00
IRONWORKER, REINFORCING	$ 22.81	11.58
IRONWORKER, STRUCTURAL	$ 21.87	0.00
LABORER: Common or General, Including Cement Mason Tending	$ 11.96 **	1.43
LABORER: Pipelayer	$ 15.00 **	0.54

OPERATOR:
Backhoe/Excavator/Trackhoe.....$ 17.80 2.81

OPERATOR: Bulldozer.....$ 15.40 ** 1.90

OPERATOR: Grader/Blade.....$ 18.97 0.00

OPERATOR: Loader.....$ 16.30 ** 0.00

OPERATOR: Roller.....$ 14.43 ** 4.78

PAINTER: Brush, Roller and
Spray.....$ 13.54 ** 0.00

PIPEFITTER.....$ 22.89 9.93

PLUMBER.....$ 19.65 5.14

ROOFER.....$ 16.79 ** 0.00

SHEET METAL WORKER, Includes
HVAC Duct Installation.....$ 14.85 ** 0.00

TILE SETTER.....$ 17.25 ** 1.74

TRUCK DRIVER: Dump Truck.....$ 12.95 ** 2.28

TRUCK DRIVER: Lowboy Truck.....$ 14.24 ** 0.00

Exhibit "A"

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONISBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____

COMPANY NAME:_____

DATE: _____

Exhibit "B"
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned _____certifies, to the best of his or her knowledge, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

Part C – BID SUBMITTAL
(Unit Price)

NAME OF PROJECT: BID #26-045, Combee Academy SRTS Sidewalk and Street Lighting

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Submittal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without any connection with any other person, company or parties making a Bid Submittal; and that the Submittal is, in all respects, fair and made in good faith, without collusion or fraud.

The Bidder further declares that he/she has examined the site of the Work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this Bid Submittal is accepted, to contract with the County in the form of Contract specified; and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Work.

ALL THE PAGES THAT ARE PART OF THIS SECTION MUST BE PROVIDED FOR THIS BID SUBMITTAL TO BE CONSIDERED BY THE COUNTY

***NOTE: ALL UNIT PRICE PAGES MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT WILL CAUSE THE BID TO BE REJECTED.**

1. **BID PRICE** **$**_____
(Note: This total represents the sum of the unit prices.)

WRITTEN AMOUNT (SPELL OUT)

_____ DOLLARS

_____ CENTS

2. **CONTRACT TIME TO COMPLETE THIS PROJECT** 150 CALENDAR DAYS

3. **NAME OF BIDDER:** _____
(typed or printed: firm, corporation, business or individual)

A. ROADWAY/DRAINAGE ITEMS						
No.	**ITEM NO.**	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	
1	101-1	MOBILIZATION	LS	1		
2	102-1	MAINTENANCE OF TRAFFIC	LS	1		
3	102-60	WORK ZONE SIGN	ED	5		
4	102-74-1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	18720		
5	102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	748		
6	104-10-3	SEDIMENT BARRIER	LF	1338		
7	104-18	INLET PROTECTION SYSTEM	EA	5		
8	107-1	LITTER REMOVAL	AC	5.95		
9	107-2	MOWING	AC	5.95		
10	110-1-1	CLEARING & GRUBBING	AC	0.50		
11	110-4-10	REMOVAL OF EXISTING CONCRETE	SY	252		
12	110-7-1	MAILBOX, F&I SINGLE	EA	1		
13	120-1	REGULAR EXCAVATION	CY	105.3		
14	120-6	EMBANKMENT	CY	48.3		
15	400-0-11	CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011	CY	5.5		
16	415-1-1	REINFORCING STEEL- ROADWAY	LB	175.0		
17	425-1-331	INLETS, CURB, TYPE P-3, <10'	EA	1		
18	425-1-341	INLETS, CURB, TYPE P-4, <10'	EA	1		
19	425-1-431	INLETS, CURB, TYPE J-3, <10'	EA	1		
20	425-1-521	INLETS, DT BOT, TYPE C,<10'	EA	6		
21	425-1-531	INLETS, DT BOT, TYPE C MODIFY-BACK OF SIDEWALK,<10'	EA	2		
22	425-1-533	INLETS, DT BOT, TYPE C MODIFY-BACK OF SIDEWALK, J BOT,<10'	EA	1		
23	425-1-551	INLETS, DT BOT, TYPE E,<10'	EA	3		
24	425-1-713	INLETS, GUTTER, TYPE V, J BOT,<10'	EA	1		
25	425-1-910	INLETS, CLOSED FLUME	EA	1		
26	425-2-41	MANHOLES, P-7, <10'	EA	1		
27	425-2-61	MANHOLES, P-8, <10'	EA	1		
28	430-175-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18"S/CD	LF	140		
29	430-175-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 24"S/CD	LF	8		
30	515-1-1	PIPE HANDRAIL-GUIDERAIL, STEEL	LF	87		
31	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	128		
32	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	1040		
33	524-1-2	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	SY	2		
34	527-2	DETECTABLE WARNINGS	SF	253		
35	570-1-2	PERFORMANCE TURF, SOD	SY	772		
36	571-1-11	PLASTIC EROSION MAT, TRM, TYPE 1	SY	17		
					ROADWAY/DRAINAGE ITEMS SUBTOTAL	
C. SIGNING AND PAVEMENT MARKING ITEMS						
37	654-2-22	MIDBLOCK CROSSWALK: RECTANGULAR RAPID FLASHING BEACON, F&i	AS	4	$ -	
38	700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	2	$ -	
39	700-1-500	SINGLE COLUMN GROUND SIGN ASSEMBLY, RELOCATE	EA	5	$ -	
40	700-1-600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	EA	4	$ -	
41	700142802	ENHANCED HIGHWAY SIGN ASSEMBLY, SOLAR POWERED, RELOCATE - GROUND MOUNT	EA	4.000	$ -	
42	711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	481.000	$ -	
43	711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	24	$ -	
					SIGNING AND PAVEMENT MARKING ITEMS SUBTOTAL	
					COMBINED ROADWAY/DRAINAGE & S&PM SUBTOTAL	
					ROADWAY CONTINGENCY	

(BASE BID) TOTAL

CONTRACTOR'S LICENSE NUMBER (Copy of License Attached)

State Certification Number _____ Individual's Name (Print or Type) _____

Polk County Registration Number _____ Individual's Name (Print or Type) _____

Polk County Local Business Tax Receipt _____

ADDENDUM CONFIRMATION

Bidder shall acknowledge below that they obtained any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No._____ Date__

Addendum No._____ Date__

Addendum No._____ Date__

We understand all requirements and state that as a legitimate bidder we will comply with all the stipulations included in the bid package.

Submittal Date _____
(Bid Receiving Date)

BIDDER: _____

BY: _____
(Authorized Signature – in ink)

_____
(Printed Name of Signer)

_____
(Printed Title of Signer)

_____
Address City State Zip Code

_____
Telephone Number

_____
Email Address

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

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

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

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP
STATE OF _____ County OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____ (Name of acknowledging partner or agent) on behalf of _____a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____
_____ (Official Notary Signature and Notary Seal)
_____ (Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

PART D – EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we_____(hereinafter called the Principal) and_____(hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of_____ _____,and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of_____dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of

_____

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

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

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this
_____day of_____20___.

ATTEST:

PRINCIPAL:_____

_____
Witness

BY:_____(SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY:_____
Printed Name

_____
Witness

BY:_____(SEAL)
Attorney in Fact

_____
Witness

_____
Printed Name

_____
Business Address

_____

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

EXHIBIT II: PERFORMANCE 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: _____

_____

_____

PROJECT LOCATION: _____

EXHIBIT II (cont'd): PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____ , as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Dollars ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated _____, 20___ (the "Purchase Order") between Principal and Obligee for performance of providing protective measure – overhead doors, at the times and in the manner proscribed in the Purchase Order; and
2. Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and
3. Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and
4. Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Purchase Order during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

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

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST: PRINCIPAL: _____

BY: _____(SEAL)

Witness: _____ Authorized Signature (Principal)

Printed Name: _____

Witness: _____ Title of Person Signing Above:_____

ATTEST: SURETY: _____

(Printed Name)

Witness: _____ BY:_____ (SEAL)

Attorney in Fact

Witness: _____ Printed Name _____

Business Address _____

NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

EXHIBIT III: PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____ _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of _____ Dollars ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided under and in accordance with that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for; _____.

then the Surety shall have no obligation under this Payment Bond.

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

In the event that the Principal shall fail to promptly make payment to any claimant as described above during the period in which this Payment Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any such failure up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Payment Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Payment Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes does not affect Surety's obligation under this Payment Bond. The Principal shall notify the Surety of all such changes.

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

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST: PRINCIPAL: _____

BY: _____(SEAL)

Witness: _____ Authorized Signature (Principal)

Printed Name: _____

Witness: _____ Title of Person Signing Above:_____

ATTEST: SURETY: _____

(Printed Name)

Witness: _____ BY:_____ (SEAL)

Attorney in Fact

Witness: _____ Printed Name _____

Business Address _____

NOTE: Date of the Payment Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of_____)
SS
County of_____)

_____, being first duly sworn, deposes and says that:

1. They are_____of_____, the Bidder that has submitted the attached Bid;

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

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

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

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

Signed _____

Title _____

Subscribed and sworn to before me this_____day of_____, 20 _____

_____

_____
(Title)

My Commission expires _____

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from the County.

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of_____)
SS
County of_____)

_____, being first duly sworn, deposes and says that:

1. They are_____of_____, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to_____the Contractor for certain work in connection with Bid:
   _____.

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

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

Signed_____

Title_____

Subscribed and sworn to before me this____day of_____, 20_____

_____

_____
(Title)

My Commission expires_____

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK
BID # 26-045

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid 26-045.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI- A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre-award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this_____day of_____, 20 ___

Name of Firm _____

By _____

_____
Title of Person Signing

Subscribed and sworn to before me this_____day of_____, 20 _____

_____

_____
(Title)

My Commission expires _____

EX VI - 1

Exhibit VI-A, Subcontract List

		Classification															
Work Activity	Firm performing work	Caucasian, Male	%	Caucasian, Female	%	African American	%	Hispanic American	%	Asian Pacific American	%	Native American	%	Asian Indian American	%	Total	% of Total
Maintenance of traffic																	
Signing																	
Pavement markings																	
Asphalt																	
Clearing & Grubbing																	
Misc 1																	
Misc 2																	
Totals		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0.00%

EXHIBIT VI-B
GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the bidder to use in conjunction with the Good Faith Effort requirement in Section 19.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to https://vcl.polk.one/vendordirectory, Procurement & Bids, WMBE Online Directory for additional names. Please list the company's names and the result of your contact for each subcontractor solicited for the following areas of work. Suppliers can be listed in the blank spaces at the bottom of the page. Contacting (5) five firms, if available, shall satisfy the Good Faith Effort requirement. This will be required of the apparent low bidder at the pre-award meeting with Exhibit VI-A, Subcontractor Listing.

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

EXHIBIT VII
TRENCH SAFETY ACT COMPLIANCE TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL (TRENCH EXCAVATION)

Trench Excavation Safety System and Shoring, Special (Trench Excavation)

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) effective October 1, 1990.

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).

3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.

6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.

7. Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The bidder further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A._____	_____	_____	$_____	$
B._____	_____	_____	$_____	$
C._____	_____	_____	$_____	$
D._____	_____	_____	$_____	$
			Total	$

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

EXHIBIT VIII

EQUAL EMPLOYMENT OPPORTUNITY

Polk County is an Equal Opportunity/Affirmative Action Employer.

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

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR
SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT
OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Bidder or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: _____
Address: _____
_____

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

   YES_____NO ____

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

   YES_____NO ____

3. Bidder has filed all compliance reports due under applicable instructions:

   YES_____NO ____

4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

_____
Printed Name

_____
Title

_____
Signature

_____
Date

EXHIBIT IX

DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that_____does: (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
Bidders Signature

_____
Date

EXHIBIT X

SAFETY REQUIREMENTS/REGULATIONS

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this_____day of_____, 20 ____

Name of Firm _____

By _____

_____

Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

This day of_____, 20 _____

Notary Public:_____

My Commission Expires:_____

GENERAL CONTRACTOR APPLICATION AND CERTIFICATE FOR PAYMENT

Exhibit XI

TO: POLK COUNTY BOARD OF COUNTY COMMISSIONERS

Application Date: _____

Page _____ of _____ pages

CONTRACTOR: _____ Application No.: _____ Contract No.: _____

REMIT TO: _____

PO No.: _____

PROJECT: _____ Period From: _____ To: _____

CHANGE ORDER SUMMARY			
Change Orders approved this month			
Number	Date Approved	ADDITION	DEDUCTION
TOTAL		$ -	$ -
Approved in previous months			
Number	Date Approved		
TOTALS		$ -	$ -
Net change by Change Orders			$ -

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. **ORIGINAL CONTRACT SUM**		
2. Net change by Change Orders		$ -
3. **CONTRACT SUM TO DATE** (Line 1 +/- 2)		$ -
4. **TOTAL COMPLETED & STORED TO DATE** (Col. G)		
5. **RETAINAGE**		
a. ___5__% of Completed work (Column D + E)		
b. ___5__% of Stored Material (Column F)		
Total Retainage (Line 5a + 5b)		$ -
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		$ -
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from previous application)		
8. **CURRENT PAYMENT DUE**		$ -
9. **BALANCE TO FINISH, WITH RETAINAGE** (Line 3 less Line 6)		$ -

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the County, and that current payment shown herein is now due.

CONTRACTOR: _____

By _____ Date _____

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____,20

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Professional

By Date

Notary Public:

My Commission expires:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

COUNTY: By:

Authorized Signature Date

UNIT PRICE **SCHEDULE OF VALUES**

A	B	C	C1	C2	D	E	F	G	H	I	J	K
					WORK COMPLETED							
Item No. Include MBE Extension)	Description	Scheduled Value	Quantity	Unit Price	Previously Completed	Quantity Complete this period	Cost this period	Materials presently stored	Total Stored and Completed to date	% Complete	Balance to Finish	Total Retainage to date
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -

							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
Allowance							$ -		$ -	#DIV/0!	$ -	$ -
Page Total		$ -			$ -	$ -	$ -	$ -	$ -		$ -	$ -
Totals		$ -			$ -	$ -	$ -	$ -	$ -		$ -	$ -

LUMP SUM **SCHEDULE OF VALUES**

A	B	C	D	E	G	H	I	J	K
			WORK COMPLETED						
Item No. Include MBE Extension)	Description	Scheduled Value	Previously Completed	Quantity Complete this period	Materials presently stored	Total Stored and Completed to date	% Complete	Balance to Finish	Total Retainage to date
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -

						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
Allowance						$ -	#DIV/0!	$ -	$ -
Page Total		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Totals		$ -	$ -	$ -	$ -	$ -		$ -	$ -

EXHIBIT XII

CONTRACTOR CERTIFICATION OF DISBURSEMENT OF PREVIOUS PROGRESS PAYMENT TO SUBCONTRACTORS

DATE _____

PROJECT: _____ CONTRACT NO. _____

_____ PROGRESS PAYMENT NUMBER: _____

_____

_____

_____, Contractor for the above referenced Contract, hereby certifies that all Subcontractors and Suppliers, except for those noted below, have received their pro rata share of all previous progress payments made to date by the County for all the labor, work, materials and equipment furnished under the Contract. The terms "Subcontractor" and "Supplier" have the meaning defined in Part B of the Contract Documents.

EXCEPTION:
The following Subcontractors and Suppliers have not yet been paid their respective pro rata share of previous progress payments. A copy of the notification sent to each Subcontractor or Supplier explaining the good cause why payment has not yet been made is attached to this form.

_____ **Subcontractor or Supplier Name**	_____ **Subcontractor or Supplier Name**
_____ **Street Address**	_____ **Street Address**
_____ **City, State and Zip**	_____ **City, State and Zip**

State of Florida _____
County of _____ day
Sworn to and subscribed before me this
of by

_____
(Print name of authorized person signing Certification)

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.

_____ _____
(Notary Public) **Commission Expires** **Contractor**

_____
By

Personally known____OR Produced Identification____ _____
Title

Type of Identification Produced _____

Instructions:

1. Attach a copy of each good cause notification referenced above that has been sent to each Subcontractor and Supplier listed on this Certification.
2. Attach a list of all Subcontractors and Suppliers that have not yet been paid their proportionate share of any other progress payments previously received by the Contractor stating the date the Contractor first reported the nonpayment and the status of resolving the payment issue.
3. To be acceptable, this Certification must be executed by an officer or director with the authority to bind the Contractor and must be properly notarized.
4. This Certification must be submitted to the Professional with the Application for Payment for the requested Progress Payment.
5. A separate Certification is required for each Contract the Contractor has with the County.

TN08/2010

EXHIBIT XIII
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: _____ County's Project No.: _____

Contract No: _____ Contract Date: _____

Notice to Proceed Date: _____ Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on_____. This Certificate of Substantial Completion applies to all Work or a specified portion thereof under the Contract Documents.

Once all punch list items are complete, a list of closeout documents to be completed and corrected is attached hereto for final completion of Contract requirements. This list may not be all-inclusive; and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items on the list shall be completed or corrected by the Contractor within _____calendar days of the above date of substantial completion.

This Certificate does not constitute an acceptance of the Work that has not been completed in accordance with the Contract Documents; nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents. Signatories agree the project is substantially complete as of the date established herein and that the project can and will function as intended and that the attached list represents deficient items requiring correction/completion prior to final completion and that this list may be amended by the Professional or County to add any other items to bring the Work in compliance with the Contract Documents. If the list is amended a reasonable time shall be given to complete the items added.

Contractor: _____
(Typed Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: _____
(Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XIV

CERTIFICATE OF FINAL COMPLETION

Project: _____ County's Project No.: _____

Contract No.: _____ Contract Date: _____

Notice to Proceed Date: _____ Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on____. This Certificate of Final Completion applies to all Work under the Contract Documents. The warranty period shall begin on the date established herein.

All closeout documents have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Contractor retains responsibility and obligation to the County for warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract Documents and authorized Change Orders.

Contractor: _____
(Typed Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: _____
(Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XV
MATERIALS AND EQUIPMENT STORED ON SITE

Contractor's Estimate No._____Project _____
Period_____to_____Page_____ of
Preparer (signature & typed name)_____

Item No.	Item Description	Invoice Value Last Period	Invoice Value For Material Installed (-)	Invoice Value For Material Delivered (+)	Invoice Value This Period
TOTAL:					

EXHIBIT XVI
ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT:

AAR NUMBER:
CONTRACT NO.:

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS
BARTOW, FLORIDA 33830

CONTRACTOR:

ARCHITECT/ENGINEER:

DESCRIPTION OF ALLOWANCE WORK:

Reason for change:

***Not valid until signed by the County, Architect/Engineer and Contractor.**

Amount of Allowance Authorization included in this Contract is .....$
Amount of Allowance Authorization used to date .....$
Amount of Allowance Authorization used this AAR .....$
Balance of remaining AAR.....$

Original Contract Time..... _____ days
Amount of the Allowance Authorization time included in this Contract is..... _____ days
Amount of Allowance Authorization time used to date ..... _____ days
Amount of Allowance Authorization time used this AAR ..... _____ days
Balance of remaining Allowance Authorization Time is ..... _____ days
Date of substantial completion therefore is ..... _____ days

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

CONTRACTOR: _____ **COUNTY:** _____
Department Director

Date: _____ Date: _____

ARCHITECT/ENGINEER: _____

Date: _____

AAR over $25,000.00 **BOARD OF COUNTY COMMISSIONERS:** _____
CHAIRMAN

Date: _____

EX XVI - 1

EXHIBIT XVII
CHANGE ORDER

PROJECT: **CHANGE ORDER NUMBER:**
BID NO.: **CONTRACT NO.:**

CONTRACTOR:

POLK COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA

ARCHITECT/ENGINEER:

DESCRIPTION OF CHANGE ORDER:

Contract is changed as follows:

ARCHITECT/ENGINEER:_____
Date:_____Signature

Not valid until signed by the County and Contractor.

Original Contract Sum	$
Net change by previously authorized Change Orders	$
Contract Sum prior to this Change Order	$
Contract Sum will be **increased/ decreased** by this Change Order in the amount of	$
New Contract Sum including this Change Order will be	$

Contract Time will be increased by____days.
Date of substantial Completion as of the date of this Change Order therefore is _____

The above changes are accepted by:

CONTRACTOR:_____Date:_____

YOU ARE HEREBY AUTHORIZED TO MAKE THE CHANGES NOTED ABOVE:

COUNTY: POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

_____
Division Director Date

(Change order increases require Board approval)

Reviewed as to form and legal sufficiency:

_____ _____
County Attorney's Office Date County Manager or designee Date

_____
CHAIRMAN **Date**

EXHIBIT XVIII CERTIFICATE OF COMPLIANCE

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

Bid # 25-418

_____	_____
Contractor	Signature
	_____
	Printed Name of Signer
	_____
	Date

EX XVIII

EXHIBIT XIX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 26-045, Combee Academy SRTS Sidewalk and Street Lighting

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 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 the Polk County Board of County Commissioners Procurement Division, 330 West Church Street, Room 150, Bartow, Florida 33830.

We have declined to bid on Contract Bid File: for the following reasons:

____ Specifications too "restrictive" i.e., geared toward one brand of manufacturer (please explain below).

____ Insufficient time to respond to invitation for bid.

____ We do not offer this product or service.

____ Our schedule would not permit us to perform.

____ Unable to meet specifications.

____ Unable to meet bond or insurance requirements.

____ Specifications unclear (please explain below).

____ Other (please specify below).

We understand that if the "No Bid" form is not executed and returned, our name may be deleted from the list of qualified bidders for the County for further projects.

_____
Typed Name and Title

_____
Signature

_____
Company

_____
Address

_____
Telephone Number

_____
Date

Transportation Division

Jay M. Jarvis, P.E.
Director

EXHIBIT XXI – Lane Closure

3000 Sheffield Road
Winter Haven, Florida 33880

Phone: (863) 535-2200
Fax: (863) 534-7339

Board of County Commissioners

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR LANE CLOSURE:

LANE CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF LANE CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

NOTIFICATION: Newspapers, Information to PIO; Transportation will notify all emergency agencies, other County agencies, and BoCC.

Note: This lane closure request must be received by the Transportation Division at least **(7) working days** prior to the anticipated start date of the lane closure. Please submit **completed** form to; *roadclosurecoordinator@polk-county.net*

Attach Map and/or Detour

Reviewed by:

_____
Joe Montoya, P.E. Date
Inspection & Testing, Engineering Manager

Approved by:

_____
Amy J. Shafer, P.E. Date
Traffic Engineer

_____
Jay M. Jarvis, P.E. Date
Transportation Division Director

This notice is provided as a public service by Polk County Transportation Division.

Equal Opportunity Employer

Roads & Drainage Division

Jay M. Jarvis, P.E.
Director

EXHIBIT XXII – Road Closure

Board of County Commissioners

3000 Sheffield Road
Winter Haven, Florida 33880

Phone: (863) 535-2200
Fax: (863) 534-7339

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR CLOSURE:

ROAD CLOSURE JUSTIFICATION:
ANTICIPATED START DATE:
ESTIMATED DURATION OF CLOSURE:
ESTIMATED DURATION OF PROJECT:
CONTACT PERSON/AGENCY:
PROJECT MANAGER/AGENCY:
NOTIFICATION: Newspapers, Information to PIO; Transportation will notify all emergency agencies, other County agencies, and BoCC.

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR LANE CLOSURE:

LANE CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF LANE CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

NOTIFICATION: Newspapers, Information to PIO; Roads & Drainage will notify all emergency agencies, other County agencies, and BoCC.

Note: This road closure request must be received by the Roads & Drainage Division at least **(10) working days** prior to the anticipated start date of the road closure. Please submit **completed** form to; *roadclosurecoordinator@polk-county.net*

Attach Map and/or Detour

Reviewed by:

Joe Montoya, P.E. Date
Inspection &Testing Section, Engineering Manager

Amy J. Shafer, P.E. Date
Traffic Engineer

Approved by:

Jay M. Jarvis, P.E. Date
Transportation Division Director

William D. Beasley, P.E. Date
Deputy County Manager

Road closures are granted only when no other feasible alternative exist and for the shortest period of time possible to accomplish the specific activity. Please provide specific information justifying the need and time required for the closure.

This notice is provided as a public service by Polk County Roads & Drainage Division.

EXHIBIT XXIII
WORK PLAN
CONTROLLING ITEM OF WORK

POLK COUNTY PROJECT NO. _____ CONTRACT NO. _____

In accordance with the accepted work schedule, the controlling items of work for the period (weekly / bi-weekly) from

_____ to _____ are as follows:

Description		**Location/Limits**
_____	:	_____
_____	:	_____
_____	:	_____
_____	:	_____
_____	:	_____
_____	:	_____

Prime Contractor or Subcontractors will work: 5 day work week _____ 6 day work week
7 day work week _____ Other

Contractor's comments:

_____
_____
_____
_____
_____
_____
_____
_____

Submitted by: _____
Contractor's Representative (signature) Date

Project Engineer's comments:

_____
_____
_____
_____

Approved by: _____
Project Engineer (signature) Date

Distribution: Original - Project File
1 Copy - Contractor (as requested)

SCRUTINIZED COMPANIES CERTIFICATION

EXHIBIT XXIV

(Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid 26-045

PROJECT NAME: Combee Academy SRTS Sidewalk and Street Lighting

The undersigned, as_____of_____ (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Florida Statutes, Section 287.135:

(i) the Contractor is not on the Scrutinized Companies with Activities in Sudan List; and

(ii) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

(as both such lists are created pursuant to Florida Statutes, Section 215.473); and

(iii) the Contractor does not have business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(iv) the Contractor was not on either of the foregoing lists or conducting business operations in Cuba or Syria when it submitted its bid to the County; and

(v) the Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters; and

(vi) the undersigned is duly authorized to execute this Certification by and on behalf of the Contractor.

Executed this_____day of_____, 20___.

ATTEST:

_____

a corporation

By:_____ By: _____

PRINTED NAME:_____ PRINTED NAME: _____

Its:_____ Its: _____

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
EXHIBIT XXV
(Florida Statutes, Section 448.095)

PROJECT NAME:
_____

The undersigned, as an authorized officer of the contractor identified below (the "Contractor"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "County"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "Contract"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 2024.

ATTEST:

By: _____
PRINTED NAME: _____
Its: _____

CONTRACTOR:

By: _____
PRINTED NAME: _____
Its: _____

Exhibit XXVI Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I currently serve as an officer or representative of the Nongovernmental Entity.

3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____(Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

_____
NONGOVERNMENTAL ENTITY

_____
SIGNATURE

_____
PRINT NAME

_____
TITLE

_____
DATE

PART E

CONTRACT

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

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

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

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

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

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

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Substantial Completion within _____ calendar days from the Start Date memorialized within the Notice to Proceed. 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 _____ 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 _____ days. The allowance time for this project is _____ days.

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

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

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

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

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

ATTEST: STACY M. BUTTERFIELD, CLERK

BY:_____
DEPUTY CLERK

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

BY:_____
CHAIRMAN

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

_____
County Attorney's Office Date

ATTEST:

_____
Corporate Secretary

SEAL

CONTRACTOR:_____

BY:_____
Authorized Corporate Officer or Individual

_____
(Printed or Typed Name of Signer)

_____
(Printed or Typed Title of Signer)

_____
(Business Address of Contractor)

_____
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

PART F

CONSTRUCTION PLANS, TECHNICAL REPORTS & SPECIFICATION PACKAGE

Bid 26-045, Combee Academy SRTS Sidewalk and Street Lighting

To receive a copy of **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 26-045, Combee Academy SRTS.zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, and Excel Bid Sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

PART G

FDOT LAP DOCUMENTS AND FORMS

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number

VF __ __ __ __ __ __ __ __ __ __ __ __ __ __

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) $ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _____ day
of _____, 20 _____

By: _____

_____
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.54% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____	**7. Federal Program Name/Description:** _____ _____ Assistance Listing Number (ALN), *if applicable*: _____
8. Federal Action Number, *if known*: _____	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, _____, hereby declare that I am
(NAME)

_____ of _____
(TITLE) (FIRM)

of _____
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: _____ WITNESS: _____
NAME AND TITLE PRINTED

BY: _____ WITNESS: _____
SIGNATURE

Executed on this _____ day of _____, _____

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Vendor Eligibility Check Prior to Contract Award

Project Description(s):_____

Financial Project Number(s):_____

In accordance with State law:

The Convicted Vendor List/ Discriminatory Vendor List / Suspended Vendor List/Antitrust Violator Vendor List/Scrutinized List of Prohibited Companies/Federal Excluded Parties List are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017. F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 1200 and 2 CFR 180) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors Lists which are created pursuant to s. 215.473, F.S.

Vendor Eligibility Check Prior to Contract Award

The List of Scrutinized Companies that Boycott Israel, and the Scrutinized List of Prohibited Companies (Activities in Sudan/Iran Terrorism Sectors) are available at the following Florida State Board of Administration site:

https://www.sbafla.com/governance/global-governance-mandates

*Please note that the two lists are under separate links on the same site.

I have checked the aforementioned lists that apply to this procurement, as applicable to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

_____

Printed Name

_____

Signature

Date: _____

AFFIDAVIT REGARDING LABOR AND SERVICES

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name: _____
Address: _____
Phone Number: _____
Authorized Representative's Name: _____
Authorized Representative's Title: _____
Email Address: _____

AFFIDAVIT

I, *insert nongovernmental entity's authorized representative name*, as authorized representative attest that *insert nongovernmental entity's name*does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

_____
(Signature of authorized representative) Date

STATE
COUNTY OF
Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐online notarization, this day of , (year), by

_____
Notary Public

_____
Commission Expires
Personally Known ☐ OR Produced Identification ☐
Type of Identification Produced

January 16, 2026

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

BID # 26-045 Combee Academy SRTS Sidewalk and Street Lighting

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

Contained within this addendum: This addendum serves as formal notification that administrative responsibility for this solicitation has been reassigned.

From: Ken Brush
To: Tabatha Shirah
New Point of Contact Email: tabathashirah@polkfl.gov

Effective immediately, all communication related to this solicitation must be directed to Tabatha Shirah at the email address listed above.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

January 26, 2026

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

BID # 26-045 Combee Academy SRTS Sidewalk and Street Lighting
FPN: 446549-1-58-01

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

Contained within this addendum: Bid Receiving Date Extension.

The Bid Receiving Date has been extended two (2) weeks. The revised Bid Receiving Date is Wednesday, February 11, 2026, prior to 2:00 p.m. The deadline for submitting questions has passed, and no additional questions will be accepted.

Addendum 3 forthcoming.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

February 6, 2026

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

BID # 26-045 Combee Academy SRTS Sidewalk and Street Lighting
FPN: 446549-1-58-01

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

Contained within this addendum: Bid Receiving Date Extension.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m. The deadline for submitting questions has passed, and no additional questions will be accepted.

Addendum 4 forthcoming.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

February 6, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 4

BID # 26-045 Combee Academy SRTS Sidewalk and Street Lighting
FPN: 446549-1-58-01

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

Contained within this addendum: questions & answers, revision and documents added to FTP Site (revised bid sheet and wage determination).

To receive a copy of wage determination and revised bid sheet please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "**Bid 26-045, Combee Academy SRTS.zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, and Excel Bid Sheet. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

BID 26-045 COMBEE ACADEMY SRTS SIDEWALK AND STREET LIGHTING ADDENDUM #4

Question 1: Bid sheet items that are missing. 15" RCP 166 LF, 18" RCP 48 LF, 24" RCP-14 LF
Answer 1: The pay items have been added. Please refer to the FTP Site for revised bid sheet labeled "**Bid 26-045, Revised Bid Sheet – Addendum 4."**

Question 2: Bid sheet item # 3 work zone signs says 5 ED and it should say 8,640 ED
Answer 2: Yes, that is correct. The quantity has been updated so please refer to the updated bid sheet.

Question 3: Please confirm there are 4 solar beacons that need relocated in addition to 4 new solar beacons?
Answer 3: This is correct, 4 relocations and 4 new solar beacons.

Question 4: Will Laser profile and TV be required on storm drain?
Answer 4: Yes, laser profile and TV will be required on all storm pipes less than 30" and/or inaccessible.

Question 5: Bid documents sheet # 35 says 2-year liability coverage rather than the standard 1-year coverage. Please confirm?
Answer 5: 2-year liability coverage is correct.

Question 6: Please confirm this is an FDOT off system project?
Answer 6: Yes, this is a FDOT off system project.

Question 7: Please confirm what general wage decision applies sheet 151 says FL202550267 Sheet 30 says FL20250267
Answer 7: See Revision 1 below for corrected Wage Determination.

Question 8: Can we get the LAP agreement to the FTP site?
Answer 8: Yes. Please see the FTP site

Question 9: Indigo Snake – is there any hold up on the indigo snake on site?
Answer 9: No, it will not hold the job up.

Question 10: What is the estimated start construction date?
Answer 10: The start construction date would be 90-120 days of bid opening, differing from the discussion during the pre-bid meeting of 60-90 days of bid opening.

Question 11: Is it fully funded by the LAP agreement or is the County contributing funds?
Answer 11: This project will be partly funded through the LAP agreement. The County will contribute the remaining funds.

Question 12: Is this project Davis Bacon or Davis Bacon Related for the labor rates?
Answer 12: Yes, please see Bid Package, IV. Davis Bacon and Related Act Provisions – starting on page 140.

BID 26-045 COMBEE ACADEMY SRTS SIDEWALK AND STREET LIGHTING ADDENDUM #4

Question 13: What are the working hours for this project?
Answer 13: Please see Bid Package, Item #29.1 - page 87.

Question 14: Will the contractor be required to hire a QC manager for this project?
Answer 14: Yes, the contractor is required to provide QC manager and plan for this project.

Question 15: Will the County or consultants provide inspections?
Answer 15: Consultants will provide inspections for this project.

Question 16: Will the County approve a road closure if requested by the contractor?
Answer 16: The project has been designed to be constructed under lane closures. The County will consider road closures during the school summer break only and if it benefits the County either financially or by shortening the contract (construction) time.

Question 17: Please confirm the type and brand of the existing solar beacons. Then confirm the County would prefer like kind on this project.
Answer 17: The County beacons come from TCS. School zones use RTC AP-22 clocks. We want to use the same type. K&K is not an acceptable substitute.

Question 18: Please confirm no concrete testing will be required on this job since utilizing Class NS concrete?
Answer 18: Yes, no concrete testing will be required on this job.

Question 19: Is the paint incidental to the thermo?
Answer 19: Since the proposed thermoplastic is on existing pavement, there is no anticipated need for temporary painted pavement markings.

Question 20: There are lighting plans included in the bid set. Is this work being performed by the owner or should bid items be included to perform this work?
Answer 20: Yes, this work will be performed by the owner (Lakeland Electric). Coordination with this utility owner will be required.

Question 21: There are areas where the existing asphalt will be disturbed to install the proposed RCP (in between S-103 & 1-104 connect to existing 15”). How will the replacement stabilization, base and asphalt be paid for in these areas?
Answer 21: The cost of restoration (labor, material and equipment) are incidental items to the pipes and structures installation. The unit price/cost associated with the pay item should include all incidental items.

Question 22: Is a post video of the construction site required?
Answer 22: Yes, a post video of the construction site will be required.

BID 26-045 COMBEE ACADEMY SRTS SIDEWALK AND STREET LIGHTING ADDENDUM #4

Question 23: There are several sections where new RCP is being cut into the existing RCP. Can the County add a pay item for cleaning and tving the existing storm pipe? There is no way of knowing how much dirt/debris is in the existing storm line and this will affect the new sections of storm pipe installed?

Answer 23: Cleaning and TV inspection of the existing storm pipe, as needed to install the new RCP connections, shall be considered incidental to the associated storm drainage pay items. No additional pay-item will be added. All costs for labor, equipment, and materials required to perform this work are to be included in the contract unit price of the related drainage installation.

Question 24: Have all utilities performed their relocations or are there utility relocations to be performed during construction?

Answer 24: None of the utility relocations have been carried out. Please refer to UWSs.

Question 25: With the federal funding, is a job board required?

Answer 25: Yes, a job board is required.

Revision 1

Bid 26-045 Package, pages 151-156:

Remove pages 151-156 in it's entirety and see FTP Site for correct wage table labeled "**Bid 26-045, Wage Determination – Addendum 4,"** in file.

To receive a copy of "**Bid 26-045, Wage Determination – Addendum 4,"** 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 26-045, Combee Academy SRTS.zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, and Excel Bid Sheet. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.



For the best experience, open this PDF portfolio in Acrobat X or Adobe Reader X, or later.

Get Adobe Reader Now!

Agenda Item G.4. 6/2/2026

SUBJECT

Approve Consultant Services Authorization (CSA) No. 2022-087-03 with HDR, Inc. (Consultant) to provide design services for the Carter Road at Eaglebrook Boulevard Intersection Project. ($393,548.40 one-time expense)

DESCRIPTION

This CSA is needed to allow the Consultant to provide design services on the project. The design is anticipated to be 12 months. The Consultant will provide the design of a traffic signal-controlled intersection along Carter Road where it intersects Eaglebrook Boulevard/Christina Boulevard East. The design will include full facilities for pedestrians. The Consultant will also provide construction contract documents, as well as incidental engineering services post-design.

RECOMMENDATION

Request Board approve CSA No. 2022-087-03 with HDR, Inc. for the Carter Road at Eaglebrook Boulevard Intersection Project. ($393,548.40 one-time expense)

FISCAL IMPACT

Funds are budgeted in the Transportation Trust Fund.

CONTACT INFORMATION

Rob Collins, EI
Project Manager
Roads & Drainage Division
(863) 535-2326

Consultant Services Authorization

Firm Name:	HDR Engineering, Inc.
Master Agreement No.:	22-087
CSA No.:	22-087-03
Project Name:	Carter Rd S @ Eaglebrooke Blvd @ Christina Blvd E
Project Description:	Provide preliminary engineering and final design services including construction plans to support intersection improvements
Project Exhibits and Attachments	Exhibit "A"- Scope of Services for this CSA Exhibit "B"- Current Fee Schedule (Master Agreement) Exhibit "C"- Reimbursable Cost Schedule Exhibit "D"- Professional Liability (Project Specific)
Duration (in days)	370
Compensation (Lump sum or Not to exceed to be identified in Exhibit "A")	Not to exceed $393,548.40
Liquidated Damages (if applicable)	$0_____/Per Day
Budget Source/Availability	10104.540541095.5666000.5400266

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 County: _____

POLK COUNTY, a political subdivision of the State of Florida

By: _____

_____, Chairman

Board of County Commissioners

Review as to form and legal sufficiency

Norah Mida 4/2/2026

County Attorney's Office Date

HDR Engineering Inc

CONSULTANT COMPANY NAME

Authorized Corporate Officer

Jeffrey B. Arms, Vice President

[Printed Name and Title] Date 3/26/2026

Attest:

03.20.2026

Corporate Secretary Date

Elizabeth C. Hoffman, Assistant Secretary

SEAL

7.27.20(MS)

Exhibit "A"
Scope of Services for
Carter Rd. @ Christina Blvd/ Eaglebrook Blvd – Intersection Improvements
General Engineering Consulting Services for Transportation Engineering Contract
(Master Agreement #2022-087)
CSA #22-087-03
2/27/2026

I. PURPOSE & BACKGROUND

The purpose of this Exhibit is to define the responsibilities of the **CONSULTANT** and the **COUNTY** in connection with the preparation of an Intersection Alternative Analysis Report for the intersection of Carter Rd. @ Christina Blvd/ Eaglebrook Blvd in Polk County, Florida.

Carter Rd., Christina Blvd. and Eaglebrook Blvd. are urban collector roadways with posted speeds of 40 mph, 35 mph and 20 mph, respectively. The intersection is currently stop controlled at Christina Blvd and Eaglebrook Blvd as indicated in the aerial image below.



Exhibit "A" Scope of Services
CSA #22-087-03
Carter Rd. @ Christina Blvd/ Eaglebrook Blvd – Intersection Improvements

COUNTY has requested **CONSULTANT** to provide preliminary engineering and final design services including construction plans to support the intersection improvements as defined under PROJECT DESCRIPTION.

Based on signal warrant analysis and crash data provided by **COUNTY**, **CONSULTANT** shall provide traffic counts and prepare the traffic analysis for the intersection and determine the capacity and operational improvements needed to bring the overall intersection performance to an acceptable level of service on all approaches. The **CONSULTANT** will utilize the results of the traffic analysis to develop one (1) conceptual intersection alternative for a signalized intersection design. Upon concurrence from the **COUNTY** on the preferred intersection alternative the **CONSULTANT** will develop construction plans for improvements to the intersection of Carter Rd. @ Christina Blvd/ Eaglebrook Blvd in Polk County, Florida.

Right-of-way is anticipated to accommodate the proposed improvements.

The preliminary roadway, drainage, signing & pavement marking and signal design shall be based on the 2023 Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka "Florida Greenbook"), FDOT FY 2025-26 Standards Plans for Road Construction, FHWA Manual on Uniform Traffic Control Devices 11th Edition and the Polk County Technical Standards Manual.

II. PROJECT DESCRIPTION

- Develop one (1) conceptual alternative for the prospective signalized intersection design to include full pedestrian features and excluding bike lanes.
    - Construction cost estimates for this alternative shall be developed.
    - Right-of-way requirements for this alternative shall be determined based on the proposed geometrics. The right-of-way control mapping is provided by **COUNTY**.
    - **COUNTY** shall develop right-of-way cost estimates based on the right-of-way requirements provided by **CONSULTANT**.
- Provide an Intersection Alternative Analysis Report and establish the recommended concept for **COUNTY** approval.
- Design and preparation of a complete set of digitally signed and sealed design drawings and construction contract documents; and incidental engineering services, for the improvements (of the Preferred Alternative) at the intersection of Carter Rd. @ Christina Blvd/ Eaglebrook Blvd in Polk County, Florida.

III. PRELIMINARY ENGINEERING SERVICES – INTERSECTION ALTERNATIVE ANALYSIS

The **CONSULTANT** shall provide complete preliminary engineering services for the project except as specifically excluded in this Scope of Services.

The Phase 1 Intersection Alternative Analysis services will be accomplished under a Professional Services Agreement in phases consisting of Draft and Final submittals for review.

The **COUNTY** will provide all required design and right-of-way survey information and other available information to the **CONSULTANT** for use in preparing the construction plans.

Exhibit "A" Scope of Services
CSA #22-087-03
Carter Rd. @ Christina Blvd/ Eaglebrook Blvd – Intersection Improvements

The **CONSULTANT's** Scope of Services shall include:

Professional engineering services which support the development of an Intersection Alternative Analysis Report for the intersection of Carter Rd. and Christina Blvd./Eaglebrook Blvd. in Polk County, Florida. The **COUNTY** expects the **CONSULTANT** to perform preliminary investigation, engineering conceptual design services including an Intersection Alternatives Analysis with draft and final submittal with concept plans, supporting engineering analysis, calculations, traffic study and other technical documents in accordance with Polk County's policies, procedures and requirements.

Phase 1 - Intersection Alternative Analysis - The CONSULTANT shall review obtained traffic data, obtain crash reports from the **COUNTY**, prepare the traffic analysis for the intersection and determine the capacity and operational improvements needed to bring the overall intersection performance to an acceptable level of service on all approaches. The **CONSULTANT** shall utilize the results of the traffic analysis to develop one (1) conceptual intersection alternative for a signal design.

To facilitate evaluation of the conceptual Alternative, the **COUNTY** will provide right-of-way control survey maps and full horizontal and vertical survey.

The **CONSULTANT** shall utilize USDA soils mapping and associated desktop information for preliminary geotechnical needs for the Phase 1 Analysis to support the evaluation of Alternative.

No floodplain impacts or wetland impacts are anticipated to be associated with any of the Alternative evaluated (to be verified via a desktop determination), consequently a SWFWMD Environmental Resource Permit is not anticipated. **CONSULANT** shall determine the roadway, drainage, environmental and right-of-way impacts to support the evaluation of the Alternative and in support of identifying a Preferred Alternative.

The **CONSULTANT** will summarize these results in a signed and sealed Intersection Alternative Analysis Report.

1) Design and Right-of-Way Survey

COUNTY shall furnish all required design survey data in electronic format as required to complete the project, including but not limited to the following:

a) Survey baseline alignments
b) Horizontal and Vertical survey control information
c) Topographic survey
d) DTM
e) Aboveground utilities including locations and elevations of the lowest overhead electric primary distribution and transmission lines at the intersection.
f) Existing R/W lines and property lines

2) Traffic Data Collection/Analysis

Traffic Data Collection: All traffic data collection necessary for the evaluation of the intersection shall be collected by the **CONSULTANT**. A 4-hour Tuesday, Wednesday, or Thursday count at the Carter Rd. and Christina Blvd/ Eaglebrook Blvd intersection will be needed from 6:30-8:30 AM and 4:00-6:00 PM. The count shall separate cars and trucks and include pedestrian and bicyclist counts. In addition, 48-hr approach counts will be collected on all four approaches of the study intersection. All

counts will be provided to the CONSULTANT in both excel and pdf format. The **CONSULTANT** shall process the count data to determine the existing truck percentages and peak-hour factors.

Existing Intersection Conditions: The **CONSULTANT** shall identify all pertinent physical features defining the existing intersection conditions including, but not limited to, the following:

- Existing Intersection Conditions
  - Intersection geometry
  - Condition diagram
- Major and Minor Streets
  - Functional classification
  - Connectivity
  - Cross section (crown, super elevation)
  - Approach lanes - Alignment - Utilities (overhead, Sunshine design ticket)
- Surrounding Development
- Land Uses
- Pedestrian Generators
- Traffic Control
- Posted Speed / Clear Zone
- Lighting
- Signing & Pavement Markings
- Roadway Pavement Conditions
- Sidewalks & Pedestrian Features
- Bicycle Lanes - N/A
- Transit Facilities
- Adjacent Signalization Intersections
- Ground Level Photographs including views of impacted driveways. The **CONSULTANT** shall review and document existing conditions.

Crash Analysis: The **COUNTY** will provide the **CONSULTANT** with pertinent crash data, in tabular form. The **CONSULTANT** shall review the crash data and verify from County and local sources as needed. Crash data shall be for the most recent five (5) years where data is available. The **CONSULTANT** shall summarize the data to show:

The number of crashes by year and type: Crash severity by year, including the number of fatalities, severe crashes, and injuries

The **CONSULTANT** shall use FDOT's SPICE spreadsheet to predict the number of crashes expected under the proposed Build Alternative.

Traffic Studies: Based on the results of the data collection, the **CONSULTANT** shall perform analyses and develop improvement Alternative. The resulting traffic study shall evaluate and recommend operational and/or physical improvement Alternative.

Signal Warrants: The **COUNTY** conducted a signal warrant analysis that will be referenced and used as needed.

Development of Future Traffic Volumes: The **CONSULTANT** shall develop design year (2045) AADT traffic volume projections and AM and PM peak-hour traffic volume projections to be used in the operational analysis of the Carter Rd. and Christina Blvd/ Eaglebrook Blvd intersection alternative using a linear annual growth rate. The growth rate may be derived from the latest approved District 1 Regional Planning Model (D1RPM) base year to horizon year model growth, population growth trends, or historical growth trends (if sufficient data is available). The growth rate will be submitted to the **COUNTY** for approval before using it to forecast future volumes. The approach counts will be used as the basis for design year AADT forecasting. The AM and PM peak hour counts will be used as the basis for design year AM and PM peak-hour traffic forecasting. Volume figures will be included in the Traffic Report.

Future Conditions Analysis: The CONSULTANT shall analyze one (1) Build Alternative, a signal at the Carter Rd. and Christina Blvd/ Eaglebrook Blvd intersection. Synchro will be used to analyze the signal. This Alternative will be analyzed for the design year AM and PM peak hour scenario for a total of one (1) analysis scenarios. The output will be extracted and summaries for delay and LOS by approach and the overall intersection will be documented in tabular format. The **CONSULTANT** shall also discuss queue storage and capacity deficiencies.

The **CONSULTANT** will identify the minimum necessary lane geometry for each Build Alternative to provide roadway and intersection LOS D or better through the design year. The **CONSULTANT** shall use professional judgment in adjusting parameters in the Build models to optimize the geometric and/or operational characteristics to increase efficiency.

Traffic Report: The CONSULTANT shall prepare a Traffic Report section within the Intersection Alternative Analysis Report that documents the data and volumes used, procedures employed, analysis results, and conclusions.

Exclusions: The following traffic analysis items are excluded from this Scope of Services:

- Traffic signal warrant study
- Benefit-Cost analysis
- Opening year or interim year analysis

If Polk County determines that one or more of these services are needed for this study, these will be conducted as part of a Supplemental Agreement to be negotiated separately.

Intersection Alternative Analysis Report: Based on the data collected, analyzed, and evaluated, the **CONSULTANT** shall prepare a signed and sealed Intersection Alternative Analysis Report that presents improvement recommendations to the control and intersection geometry.

The **CONSULTANT** shall submit one (1) draft and one (1) final copy of the Intersection Alternative Analysis Report for review by **COUNTY** staff. A color PDF of the draft and final reports shall be submitted along with copies of files in their source software format.

Count Stations: N/A

Traffic Monitoring Sites: N/A

3) Planning and Conceptual Design Development
The **CONSULTANT** will develop conceptual intersection documents. These elements may include, but are not limited to:

a) Develop the estimated design schedule and preliminary construction budget for each alternative.

b) Perform a limited intersection planning and technical review of the intersection which will include performing a limited scope traffic study, a geometry evaluation, drainage review, pedestrian mobility, transit mobility, and determining expected environmental permits as required.

c) The traffic analysis will be performed for the existing year and design year conditions.

d) Land uses and proposed developments will be reviewed for impacts to traffic growth.

e) County's Capital Improvements Program (CIP) and Long-Range Transportation Plan (LRTP) will be reviewed and summarized. Proposed design work will be consistent with future planned projects, if feasible.

f) Design for and attempt to meet the requirements of the Americans with Disabilities Act (ADA) given the existing intersection parameters and limitations. Document any exceptions and seek approval from the County to leave conditions as is or to mitigate the non-standard feature.

g) Drainage analysis and preliminary concept design to support the analysis of the preferred conceptual alternative.

h) Environmental impacts and permitting requirements assessments to support the analysis of the preferred conceptual alternative.

i) Produce conceptual drawings, limited to one (1) build Alternative for the intersection, including one signalized intersection concept

j) Review the property and right of way associated with the intersection.

Following data collection and preliminary investigation, **CONSULTANT** will prepare, at the proper junction, a signed and sealed Intersection Alternative Analysis Report outlining design decisions, examining the:

a) Addition and/or extension of auxiliary turn lanes at the intersection with signalized intersection concept.

b) Access Management and Pedestrian improvement considerations.

The Intersection Alternative Analysis Report will include an executive summary stating the rationale for how the recommended option was derived. The **CONSULTANT** shall provide compelling documentation and engineering rationale for the selected design options, including existing and

predicted conditions, typical sections, right-of-way requirements, environmental impacts, and costs of Alternative. The deliverable is to be provided in draft, and final form.

Phase 2 - Final Design and Permitting — Subsequent design and preparation of a complete set of signed and sealed design drawings, and construction contract documents; and incidental engineering services, for the improvements (of the Preferred Alternative) at the intersection of Carter Rd. @ Christina Blvd/ Eaglebrook Blvd will begin after **COUNTY** concurrence of the preferred design alternative.

The **CONSULTANT** shall provide complete design services for the project except as specifically excluded in this Scope of Services.

The **COUNTY** will provide all required design and right-of-way survey information and other available information to the **CONSULTANT** for use in preparing the construction plans.

The **CONSULTANT** shall furnish professional engineering services for the final design and preparation of construction plans for the subject roadway section.

The **CONSULTANT's** Scope of Services shall include:

- Preparation of construction plans incorporating the proposed roadway, erosion control, maintenance of traffic, signing and pavement marking, signalization, and lighting improvements.
- Technical specifications support if needed.
- Bid item quantities and construction cost estimates

During the design phase, services are to be provided in accordance with the following sections for development of the final construction plans. The **CONSULTANT** shall prepare construction plans for the project limits specified in this Scope of Services. Construction plans will be submitted to the **COUNTY** for review in phases consisting of 60%, 90%, and 100%/Final.

The **CONSULTANT** assumes no fiduciary relationship under this scope of services and shall not be held responsible for any duties typically associated with a fiduciary relationship.

Deliverables shall be in the form of Computer Aided Design and Drafting (CADD) compatible with the County's CADD system. The CADD files must include information necessary for engineering and environmental analysis, alternative alignment and design studies. If applicable, plans must be developed utilizing best drafting and plan preparation practices for transportation design projects and must follow FDOT latest Design Manual (FDOT Design Manual - FDM) and CADD Manual.

4) Geotechnical Services

The **CONSULTANT** shall perform the following services:

- Review soil information from the "Soil Survey of Polk County, Florida" published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS). Review topographic information obtained from the appropriate Quadrangle Map published by the United States Geological Survey (USGS). Review potentiometric information obtained from the "Potentiometric Surface of the Upper Floridan Aquifer in Florida" Maps also published by the USGS.

- Conduct a visual reconnaissance of the project site and complete utility locate requests via Sunshine State One Call.
- Develop a boring and pavement core location plan.
- Obtain Polk County Right-of-Way Use Permit to complete the pavement and test borings.
- Generate and coordinate a Maintenance of Traffic Plan as necessary to complete the
- geotechnical services
- Execute a program of subsurface exploration consisting of subsurface sampling and field testing consisting of three (3) Standard Penetration Test (SPT) borings to a depth of approximately 30 feet below the existing ground surface.
- Perform up to three (3) pavement cores within travel lanes outside of the intersection.
- Measurements of the pavement and base thickness will be recorded, and the pavement base and subgrade type will be identified. Measurements will be taken of crack depths, rut depths and cross-slopes at the core locations. Photos will be taken of the pavement cores for reporting purposes. The pavement conditions will be based on Tierra's visual observations only and will be described as good (negligible cracks and rutting) to fair (minimal isolated cracks) to poor (significant pronounced cracks), asphalt patchwork and increased frequency of pavement distress/cracks, depressions and/or undulated/corrugated pavement. All asphalt surfaces will be backfilled/patched following completion of the field coring operations.
- Perform a hand auger boring at each pavement core location to a depth of approximately 5 feet below grade.
- Visually classify and stratify the soil samples in the laboratory using the Unified Soil Classification System (USCS).
- Complete laboratory testing on select samples as verification of our visual classification and to estimate engineering properties.
- Perform corrosion series testing (pH, chlorides, sulfates and resistivity) on soil samples and provide recommendations for the substructure environmental classification.
- Generate soil parameters for use by the Structural Engineer in evaluation and design of the mast arm signal foundations. Provide soil unit weights, internal angle of soil friction and cohesion values.
- Identify subsurface materials encountered within the borings that may impact the design or construction.
- Prepare a geotechnical report that summarizes the course of study pursued, the field and laboratory data generated, subsurface conditions encountered and our geotechnical recommendations.

If excavation, boring or otherwise disturbing the right-of-way takes place on COUNTY roads, the CONSULTANT or his Subconsultant shall obtain a County Right-of-Way Use Permit for such work. The PROFESSIONAL or his Subconsultant shall also notify all concerned utilities 48 hours in advance of any activity that may disturb their facilities or require a Maintenance of Traffic (MOT) permit. All work zone traffic control will be performed in accordance with the FDOT's Roadway and Traffic Design Standards Indices 600-660 (Topic No. 625-010-003.C).

5) Project General and Roadway

a) **CONSULTANT** shall develop a roadway design and furnish complete and final roadway construction plans for the project to include key sheet, summary of pay items, typical sections, summary of quantities, roadway plan sheets, roadway cross sections at minimum 50-foot increments (in areas with widening and/or earthwork activities), traffic

control plans, erosion control plans, utility adjustment plans, signing and pavement marking plans, signalization plans, lighting plans and any other incidental details.

b) **CONSULTANT** shall develop and incorporate the proposed improvement design in coordination with the **COUNTY**.

c) Construction plans are to be in 11"x17" format. Plan sheets are to be in an acceptable scale (e.g., 1 inch = 40 feet). Key sheets and overall project sheets shall not exceed a scale of 1 inch = 200 feet. See "Submittals and Design Reviews" for specific plans submittal information.

Public Involvement - To be provided by **COUNTY**.

Coordination with Local Officials - To be provided by **COUNTY**.

Comments and Coordination Report - N/A

Other Agency Presentations/Meetings: N/A

Joint Project Agreements: N/A

Specification Package Preparation: N/A

Value Engineering: N/A

Risk Assessment Workshop: N/A

Plan Type: **CONSULTANT** shall develop construction plans including, signing, marking and signalization, lighting and other pertinent details. The plan sheets will be plotted at a horizontal scale of 1 inch = 40 feet.

Typical Section: **CONSULTANT** shall develop concept typical sections, as needed, for the roadway intersection. Typical Sections will be included in the conceptual plans or the body of the report.

Preliminary Pavement Design: N/A

Pavement Type Selection Report(s): N/A

Major Intersections/Interchanges: N/A

TTCP Plans: **CONSULTANT** shall provide Level I TCP plans, TCP notes and typical sections.

Temporary Lighting: N/A

Temporary Signals: N/A

Temporary Drainage: N/A

Design Variations/Exceptions: Determine and list variations / exceptions required for each alternative. No design exception(s) is (are) anticipated.

Design exceptions shall be submitted utilizing Exhibit 14-A of the FDOT Florida Greenbook and follow the format provided under sections 14 E and 14F.

Design exception requests shall be prepared for any situations not meeting current FDOT and/or County requirements, as appropriate. The **CONSULTANT** shall prepare design Exception reports for the purpose of estimating design and construction needs based on initial observations. The **CONSULTANT** shall recommend, to the **COUNTY**, either correction of any deficiencies, or obtaining the appropriate design exceptions in accordance with **COUNTY** procedures.

If any design exceptions are needed, they shall be brought to the **COUNTY'S** attention immediately.

Back of Sidewalk Profiles: N/A

Selective Clearing and Grubbing: N/A

6) Drainage
No SWFWMD permitting for these intersections improvements is required, anticipated or included in this Scope of Services.

7) Utility Coordination
The **CONSULTANT** is responsible for certifying that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule.

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

The **CONSULTANT** shall ensure **COUNTY** standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

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

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

Utilities anticipated on the project: Fiberlight LLC, Florida Public Utilities, Frontier Communications, City of Lakeland Electric, City of Lakeland Water, City of Lakeland Wastewater, Polk County Utilities, and Charter Communications.

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

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

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

9) Permitting Services
No SWFWMD permitting for this intersection's improvements is required, anticipated or included in this Scope of Services.

10) Signing & Pavement Marking Plans
CONSULTANT shall develop concept level plans for signing and pavement markings during the Preliminary Engineering phase.

- Add 3 "NEXT SIGNAL" excluding the East Leg Eaglebrooke Blvd. for lack of access of the gated community.

CONSULTANT shall develop a signing and marking design and prepare signing and pavement marking (S&PM) plans. Plans shall be prepared in accordance with all documents, standards, and manuals noted within this Scope of Services. **CONSULTANT** shall prepare a complete set of Signing and Pavement Marking Plans that will be integrated with the roadway and signal plans. The S&PM sheets shall include the following: Tabulation of Quantities, Project Notes/Pay Item Notes, Plan Sheets, and Special Details (if required).

Pavement markings on all roadways shall be thermoplastic. Pedestrian crosswalks shall be provided to cross all legs of the intersection. The S&PM design shall be limited to modifications to existing markings at the intersection and approaches to accommodate the proposed signal operation.

11) Signalization Plans
Intersection: The project's existing intersection is 2-way stop controlled. The **CONSULTANT** shall propose conceptual signalization improvements and requirements at the intersection based on traffic data collection, traffic studies, and best engineering practices.

CONSULTANT shall develop a mast arm signalization design and prepare Signalization plans that will be integrated with the roadway and S&PM plans. **CONSULTANT** shall prepare signal pole foundation and mast arm designs (2) for the required signalization utilizing applicable FDOT design

standards and manuals. The signal sheets shall include the following: Tabulation of Quantities, Project Notes/Pay Item Notes, Signal Plan Sheets, Guide Sign Worksheets, Mast Arm Structures Sheets, Special Details (if required) and Soil Core borings. Plans shall be prepared in accordance with all documents, standards, and manuals noted within this Scope of Services.

The **CONSULTANT** shall prepare traffic signalization plans for the intersection subject to the specific design work as identified below.

- Construct mast arm pole foundations and structures
- Provide LED internally illuminated street name signs
- Provide LED countdown pedestrian signals on all approaches
- New controller cabinet with UPS will be included
- Emergency generator cabinet will not be included
- Noninvasive vehicle detection systems if space for ILD is not available
- A Synchro analysis will be conducted to obtain appropriate Signal Operating Plan (SOP) and timings.

12) Lighting
CONSULTANT shall develop concept level plans for intersection lighting during the Preliminary Engineering phase.

CONSULTANT shall develop a Lighting memo for this project.

CONSULTANT shall develop a lighting design and prepare lighting plans. Plans shall be prepared in accordance with all documents, standards, and manuals noted within this Scope of Services. **CONSULTANT** shall prepare a complete set of Lighting Plans that will be integrated with the roadway and signal plans. The Lighting sheets shall include the following: Tabulation of Quantities, Project Notes/Pay Item Notes, Plan Sheets, and Special Details (if required).

DESIGN REQUIREMENTS AND PROVISIONS FOR WORK

Design Construction Standards
CONSULTANT shall prepare the design, plans in accordance with current editions of the following:

- 2023 Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka "Florida Greenbook")
- 2025-26 FDOT Design Manual
- January 2025-26 FDOT Standard Specifications for Road and Bridge Construction, Divisions II and III (as applicable)
- FHWA Manual on Uniform Traffic Control Devices 11th Edition
- 2025 FDOT Traffic Engineering Manual
- Polk County Technical Standards Manual
- 2026 FDOT Drainage Manual

In case of conflicts between criteria stated in the aforementioned documents, the **CONSULTANT** shall contact **COUNTY** for direction. If it becomes necessary for **CONSULTANT** to deviate from the standard design criteria specified in the documents, the **CONSULTANT** shall formally request authorization from the **COUNTY** by submitting a design variance request that describes the condition and states in writing the reasons for the deviations. The Request for Design Variance shall be signed and sealed by the Engineer of Record.

Submittals and Design Reviews

CONSULTANT shall prepare Intersection Alternative Analysis Report and associated documents that are accurate, legible and complete in detail. All submittals shall be made to **COUNTY** electronically and in reproducible form unless otherwise requested. Intersection Alternative Analysis Report review submittals shall occur at the Preliminary and Final phases.

The final Intersection Alternative Analysis Report will consist of digitally signed and sealed documents including one copy of digital design files in acceptable AutoCAD format (Civil 3D 2018).

CONSULTANT shall prepare plans and other documents that are accurate, legible and complete in detail. All submittals shall be made to **COUNTY** electronically and in reproducible form unless otherwise requested.

- Plan design review submittals shall occur at the 60%, and 90% and 100%/Final phases.
- Bid quantities and construction cost estimates shall be submitted at the 60% (quantities only), 90% and 100%/Final submittal phases.
- The final design submittal will consist of a digitally signed and sealed (11 x 17) plan set and one copy of digital design files in acceptable AutoCAD format (Civil 3D 2018).
- **CONSULTANT** shall respond to the **COUNTY's** design review comments in writing and incorporate revisions into the plans as appropriate. Written responses and plans revisions are to be included with the subsequent phase submittal.
- **CONSULTANT** shall respond to regulatory agencies review comments in the same manner.

INTERSECTION ALTERNATIVE ANALYSIS REPORT SCHEDULE

CONSULTANT's services shall commence upon receipt of written notice to proceed issued by **COUNTY**. **CONSULTANT** shall complete the final design of improvements in accordance with the agreed upon project schedule.

- 20 months for delivery of all services following receipt of NTP.

CSA #22-087-02 EXCLUSIONS

This scope of services does not include:

- Signal warrant study (provided by **COUNTY**)
- Crash data (provided by **COUNTY**)
- Utility design or utility relocation design services
- Survey services (to be provided by **COUNTY**)
- Right-of-Way acquisition services (provided by **COUNTY**)
- Public Involvement (provided by **COUNTY**)
- Pavement Design (provided by **COUNTY**)
- R/W Cost Estimates
- Expert witness services
- Post Design Services

CSA #22-087-03 FEES

CONSULTANT's not-to-exceed fee to perform this scope of services is **$393,548.40**

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 22-087-03

Project Name: Cart Rd. @ Christina Blvd/Eaglebrook Bl

FAP Number:

Date: 2/27/2026

Name of Consultant: HDR Engineering, Inc

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS RANGE		ON CADD
	Firm Total	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	Senior Designer	Chief Designer	Administrative Assistant	CADD Technician	Staff Classification 10	Staff Classification 11	Staff Classification 12			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			PERCENT
3. Project General and Project Common Tasks	102	54	5	0	0	0	0	0	41	0	0	0	0	100	110	
4. Roadway Analysis	561	129	28	0	0	365	0	28	0	0	0	0	0	550	605	
5. Roadway Plans	130	36	7	0	0	52	33	0	0	0	0	0	0	128	141	
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	14	0	2	5	8	0	0	0	0	0	0	0	0	15	17	
18. Structures - Miscellaneous	46	0	0	9	16	16	0	0	0	5	0	0	0	46	51	
19. Signing & Pavement Marking Analysis	127	0	6	0	57	64	0	0	0	0	0	0	0	127	140	
20. Signing & Pavement Marking Plans	37	0	2	0	9	25	0	0	0	0	0	0	0	36	40	
21. Signalization Analysis	217	0	11	0	206	0	0	0	0	0	0	0	0	217	239	
22. Signalization Plans	71	0	4	0	57	11	0	0	0	0	0	0	0	72	79	
23. Lighting Analysis	92	0	5	0	86	0	0	0	0	0	0	0	0	91	100	
24. Lighting Plans	17	0	1	0	14	3	0	0	0	0	0	0	0	18	20	
TOTALS	1,414	219	71	14	453	536	33	28	41	5	0	0	0	1,400	1,542	

Field Survey Estimate:

0 4-person crew days

FIRM TOTAL 1,400 1,542

Notes:

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

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 22-087-03

Project Name: Cart Rd. @ Christina Blvd/Eaglebrook Bl

FAP Number:

Date: 2/27/2026

Name of Consultant: HDR Engineering, Inc

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	Senior Designer	Chief Designer	Administrative Assistant	CADD Technician	Staff Classification 10	Staff Classification 11	Staff Classification 12	Total
3. Project General and Project Common Tasks	102	53.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	40.0%	0.0%	0.0%	0.0%	0.0%	98.00%
4. Roadway Analysis	561	23.0%	5.0%	0.0%	0.0%	65.0%	0.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	98.00%
5. Roadway Plans	130	28.0%	5.0%	0.0%	0.0%	40.0%	25.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	98.00%
6a. Drainage Analysis	0	0.0%	5.0%	0.0%	80.0%	0.0%	0.0%	13.0%	0.0%	0.0%	0.0%	0.0%	0.0%	98.00%
6b. Drainage Plans	0	0.0%	5.0%	0.0%	53.0%	0.0%	0.0%	40.0%	0.0%	0.0%	0.0%	0.0%	0.0%	98.00%
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	14	0.0%	13.0%	33.0%	54.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
18. Structures - Miscellaneous	46	0.0%	0.0%	20.0%	35.0%	35.0%	0.0%	0.0%	0.0%	10.0%	0.0%	0.0%	0.0%	100.00%
19. Signing & Pavement Marking Analysis	127	0.0%	5.0%	0.0%	45.0%	50.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
20. Signing & Pavement Marking Plans	37	0.0%	5.0%	0.0%	25.0%	68.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	98.00%
21. Signalizeton Analysis	217	0.0%	5.0%	0.0%	95.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
22. Signalization Plans	71	0.0%	5.0%	0.0%	80.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
23. Lighting Analysis	92	0.0%	5.0%	0.0%	93.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	98.00%
24. Lighting Plans	17	0.0%	5.0%	0.0%	80.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Cart Rd. @ Christina Blvd/Eaglebrook Blvd - Intersection Improvements
County: Polk
FPN: 22-087-03
FAP No.:

Consultant Name: HDR Engineering, Inc
Consultant No.: CSA# 22-087-03
Date: 2/27/2026
Estimator: Brian Zimmerman

Staff Classification	Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	Senior Designer	Chief Designer	Administrative Assistant	CADD Technician	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$292.50	$361.00	$282.00	$220.00	$158.00	$168.00	$232.50	$117.00	$121.00	$0.00	$0.00	$0.00			
3. Project General and Project Common Tasks	102	54	5	0	0	0	0	0	41	0	0	0	0	100	$22,397	$223.97
4. Roadway Analysis	561	129	28	0	0	365	0	28	0	0	0	0	0	550	$112,021	$203.67
5. Roadway Plans	130	36	7	0	0	52	33	0	0	0	0	0	0	128	$26,817	$209.51
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	14	0	2	5	8	0	0	0	0	0	0	0	0	15	$3,892	$259.47
18. Structures - Miscellaneous	46	0	0	9	16	16	0	0	0	5	0	0	0	46	$9,191	$199.80
19. Signing & Pavement Marking Analysis	127	0	6	0	57	64	0	0	0	0	0	0	0	127	$24,818	$195.42
20. Signing & Pavement Marking Plans	37	0	2	0	9	25	0	0	0	0	0	0	0	36	$6,652	$184.78
21. Signalization Analysis	217	0	11	0	206	0	0	0	0	0	0	0	0	217	$49,291	$227.15
22. Signalization Plans	71	0	4	0	57	11	0	0	0	0	0	0	0	72	$15,722	$218.36
23. Lighting Analysis	92	0	5	0	86	0	0	0	0	0	0	0	0	91	$20,725	$227.75
24. Lighting Plans	17	0	1	0	14	3	0	0	0	0	0	0	0	18	$3,915	$217.50
Total Staff Hours	1,414	219	71	14	453	536	33	28	41	5	0	0	0	1,400		
Total Staff Cost		$64,057.50	$25,631.00	$3,948.00	$99,660.00	$84,688.00	$5,544.00	$6,510.00	$4,797.00	$605.00	$0.00	$0.00	$0.00		$295,440.50	$211.03

Check = $295,440.50

Survey Field Days by Subconsultant
4 - Person Crew:

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

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

SALARY RELATED COSTS:						$295,440.50
OVERHEAD:			0%			$0.00
OPERATING MARGIN:			0%			$0.00
FCCM (Facilities Capital Cost Money):			0.00%			$0.00
EXPENSES:			0.00%			$0.00
Survey (Field - if by Prime)	0	4-person crew days @	$ -	/ day		$0.00
SUBTOTAL ESTIMATED FEE:						**$295,440.50**
Subconsultant: Adams Traffic						$2,750.00
Subconsultant: Tierra						$30,796.15
Subconsultant: ECHO						$64,561.75
Subconsultant: Sub 4						$0.00
Subconsultant: Sub 5						$0.00
Subconsultant: Sub 6						$0.00
Subconsultant: Sub 7						$0.00
Subconsultant: Sub 8						$0.00
Subconsultant: Sub 9						$0.00
Subconsultant: Sub 10						$0.00
Subconsultant: Sub 11						$0.00
Subconsultant: Sub 12						$0.00
SUBTOTAL ESTIMATED FEE:						**$393,548.40**
Geotechnical Field and Lab Testing						$0.00
SUBTOTAL ESTIMATED FEE:						**$393,548.40**
Optional Services						$0.00
GRAND TOTAL ESTIMATED FEE:						**$393,548.40**

Representing	Print Name	Signature / Date
Polk County		
HDR Engineering, Inc.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	N/A
3.1.2	Notifications	LS	1	0	0	N/A
3.1.3	Preparing Mailing Lists	LS	1	0	0	N/A
3.1.4	Median Modification Letters	LS	1	0	0	N/A
3.1.5	Driveway Modification Letters	LS	1	0	0	N/A
3.1.6	Newsletters	LS	1	0	0	N/A
3.1.7	Renderings and Fly Throughs	LS	1	0	0	N/A
3.1.8	PowerPoint Presentation	LS	1	0	0	N/A
3.1.9	Public Meeting Preparations	LS	1	0	0	N/A
3.1.10	Public Meeting Attendance/Follow-up	LS	1	0	0	N/A
3.1.11	Other Agency Meetings	LS	1	0	0	N/A
3.1.12	Web Site	LS	1	0	0	N/A
	3.1 Public Involvement Subtotal				**0**	
3.2	Joint Project Agreements	EA	0	0	0	N/A
3.3	Specifications & Estimates					
3.3.1	Specifications Package Preparation	LS	1	0	0	N/A
3.3.2	Cost Estimate Preparation	LS	1	6	6	2 cost estimates (Concept Cost - Final Cost) (4hrs initial + 2 hrs update)
3.4	Contract Maintenance and Project Documentation	LS	1	72	72	12 hrs initial setup + 3 hrs/mo. x 20 months.
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	N/A
3.6	Prime Consultant Project Manager Meetings	LS	1	12	12	See listing below
3.7	Plans Update	LS	1	0	0	N/A

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	N/A
3.9	Digital Delivery	LS	1	12	12	3 EORs: 6 hrs initial + 2 people*3 hrs = 12
3.10	Risk Assessment Workshop	LS	1	0	0	N/A
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	N/A
3.11.1	Aeronautical Evaluation	LS	1	0	0	N/A
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	N/A
3.13	Other Project General Tasks	LS	1	0	0	N/A
	3. Project Common and Project General Tasks Total				**102**	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	6	2	12	
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	0	0	0	
Phase Reviews	EA	0	0	0	
Field Reviews	EA	0	0	0	
Total Project Manager Meetings		6		12	Total PM Meeting Hours carries to Task 3.6 above

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

Representing	Print Name	Signature / Date
Polk County		
HDR Engineering, Inc.		

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	N/A
4.2	Pavement Type Selection Report	LS	1	0	0	N/A
4.3	Pavement Design Package	LS	1	0	0	Pavement design to be provided by the County
4.4	Cross-Slope Correction	LS	1	0	0	N/A
4.5	Horizontal /Vertical Master Design Files	LS	1	200	200	Concept Development. Length based on intersection approaches for concept level of signalized intersection (1000' x 2 legs + 250' x 2 legs). Concept will then move into final design. Includes both plan and profile. Includes incorporation of utility greenlines, identificaitons and relocations. Total = 200 hrs
4.6	Access Management	LS	1	0	0	N/A
4.7	Roundabout Final Design Analysis	LS	1	0	0	N/A
4.8	Cross Section Design Files	LS	1	50	50	Cross Sections only in widening areas 100' spacing
4.9	Temporary Traffic Control Plan Analysis	LS	1	24	24	Level I TCP
4.10	Master TTCP Design Files	LS	1	0	0	N/A
4.11a	Selective Clearing and Grubbing of Existing VegetationField Assessment	LS	1	0	0	N/A
4.11b	Selective Clearing and Grubbing Site Inventory of Existing Vegetation and Cross-Discipline Coordination (OPTIONAL SERVICES)	LS	1	0	0	N/A
4.11c	Selective Clearing and Grubbing- Existing Vegetation Maintenance Report	LS	1	0	0	N/A
4.12	Tree Disposition Plan	LS	1	0	0	N/A
4.13	Design Variations and Exceptions	LS	1	0	0	N/A
4.14	Design Report	LS	1	100	100	Development of Roadway portion of Draft and Final PER reports including report graphics and Design Criteria
4.15	Roadway Quantities	LS	1	40	40	Preliminary quantities for development of PER cost estimate(LRE level) & Quantity updates for each submittal (60/90/100): 40
4.16	Cost Estimate	LS	1	30	30	Draft and Final PER cost estimate. Includes one estimate of construction costs (12 hrs) Final design cost estimates (60/90/100-Final) (6x3 = 18 hrs)
4.17	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	N/A
4.18	Other Roadway Analyses	LS	1	0	0	N/A
			Roadway Analysis Technical Subtotal		444	

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.19	Field Reviews	LS	3	9.3	28	3 field reviews (initial/60% with Co./100%) x 2 attendees (+traffic representative for 60%) x 4 hrs = 28 hrs
4.20	Monitor Existing Structures	LS	1	0	0	N/A
4.21	Technical Meetings	LS	1	18	18	Meetings are listed below
4.22	Quality Assurance/Quality Control	LS	%	5%	22	
4.23	Independent Peer Review	LS	%	0%	0	
4.24	Supervision	LS	%	5%	22	
				Roadway Analysis Nontechnical Subtotal	90	
4.25	Coordination	LS	%	5%	27	
				4. Roadway Analysis Total	561	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Utility Coordination Meeting	EA	2	2	4		yes	2
Pavement	EA	0	0	0			0
Access Management	EA	0	0	0			0
15% Line and Grade	EA	0	0	0			0
Driveways	EA	0	0	0			0
Local Governments (cities, counties, MPO)	EA	0	0	0			0
Work Zone Traffic Control	EA	0	0	0			0
Respond/Coordinate to comments on Draft and Final PER Reports	EA	2	2	4		yes	2
Kickoff and Recommended Alt meetings	EA	2	2	4		yes	2
Subtotal Technical Meetings				12		Subtotal Project Manager Meetings	6
Progress Meetings (if required by FDOT)	EA	3	2	6	*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				18	Total Project Manager Meetings (carries to Tab 3)		6

Carries to 4.21

Carries to Tab 3

Representing		Print Name	Signature / Date
Polk County			
HDR Engineering, Inc.			

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	8	8	
5.2	Typical Section Sheets						
5.2.1	Typical Sections		EA	3	6	18	3 typical sections: 2-lane divided, 2-lane undivided (left, thru-right) with curb, 2-lane undivided (left, thru-right) without curb; 2 sections x 5 hrs + 8 hr initial setup = 18 hrs
5.2.2	Typical Section Details		EA	2	4	8	Widening detail, Pavement feathering detail
5.3	General Notes/Pay Item Notes		Sheet	1	6	6	
5.4	Project Layout		Sheet	1	6	6	
5.5	Plan/Profile Sheet		Sheet	0	0	0	N/A
5.6	Profile Sheet	1"=40'	Sheet	0	0	0	N/A
5.7	Plan Sheet	1"=40'	Sheet	4	6	24	4 plans sheets total
5.8	Special Profile		Sheet	0	0	0	N/A
5.9	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	N/A
5.10	Interchange Layout Sheet		Sheet	0	0	0	N/A
5.11	Ramp Terminal Details (Plan View)		Sheet	0	0	0	N/A
5.12	Intersection Layout Details		Sheet	0	0	0	N/A
5.13	Special Details		EA	0	0	0	N/A

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.14	Cross-Section Pattern Sheets		Sheet	0	0	0	N/A
5.15	Roadway Soil Survey Sheets		Sheet	1	1	1	Provided by Geotech
5.16	Cross Sections		EA	10	0.5	5	Assumed 10 cross sections
5.17	Temporary Traffic Control Plan Sheets		Sheet	2	6	12	General notes, typical Sections
5.18	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	N/A
5.19	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	N/A
5.20	Utility Adjustment Sheets		Sheet	4	6	24	
5.21	Selective Clearing and Grubbing Sheets						
5.21.1	Selective Clearing and Grubbing		Sheet	0	0	0	N/A
5.21.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	N/A
5.22	Tree Disposition Sheets						
5.22.1	Tree Disposition Plan Sheets		Sheet	0	0	0	N/A
5.22.2	Tree Disposition Plan Tables and Schedules		Sheet	0	0	0	N/A
5.23	Project Control Sheets		Sheet	0	0	0	N/A
5.24	Environmental Detail Sheets		Sheet	0	0	0	N/A
5.25	Utility Verification Sheets (SUE Data)		Sheet	1	6	6	
					Roadway Plans Technical Subtotal:	118	
5.26	Quality Assurance/Quality Control		LS	%	5%	6	
5.27	Supervision		LS	%	5%	6	
					5. Roadway Plans Total	130	

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Estimator:

Cart Rd. @ Christina Blvd/Eaglebrook Blvd - Intersection Improvements
22-087-03

Representing	Print Name	Signature / Date
Polk County		
HDR Engineering, Inc.		

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	Structures Quantites for EQ Report	Bridges	0	Calculated Hours		0	
		Walls	0				
		Box Culverts	0	0			
9.9	Cost Estimate	LS	1	0		0	
9.10'	Technical Special Provisions and Modified Special Provisions	LS	1	0		0	Not anticipated
	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									

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

10-16	Bridge 4	0									
10-16	Bridge 5	0									
10-16	Bridge 6	0									
10-16	Bridge 7	0									
10-16	Bridge 8	0									
10-16	Bridge 9	0									
10-16	Bridge 10	0									
17	Retaining Walls	0								0	
18	Miscellaneous Structures	46									46
	Structures Technical Subtotal	46	0	0	0	0	0	0	0	0	46

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	2	2	Meetings are listed below
9.13	Quality Assurance/Quality Control	LS	%	5%	2	This should be (5% to 10%) x ("Structures - Summary and Miscellaneous Tasks and Drawings Subtotal, cell G21" + "Structures Technical Subtotal, cell C35")
9.14	Independent Peer Review	LS	1	0	0	
9.15	Supervision	LS	%	5%	2	This should be (3% to 7%) x ("Structures - Summary and Miscellaneous Tasks and Drawings Subtotal, cell G21" + "Structures Technical Subtotal, cell C35")
	Structures Nontechnical Subtotal				6	
9.16	Coordination	LS	1	8	8	Coordination with Traffic and Geotechnical Engineer (5 hrs), Responding to Comments (3 hrs)
	9. Structures - Summary and Miscellaneous Tasks and Drawings				14	

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	2	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

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Utility Companies	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 9.12

Carries to Tab 3

Project Activity 18: Miscellaneous Structures

Estimator:

Cart Rd. @ Christina Blvd/Eaglebrook Blvd - Intersection Improvements
22-087-03

Representing	Print Name	Signature / Date
Polk County		
HDR Engineering, Inc.		

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	0	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	2	20		40	2 mast arms designs with associated foundation design considering regular drilled shaft foundation.
18.10	Mast Arms Data Table Plan Sheets	Sheet	1	6	1	6	1 sheet
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**	**46**	

Project Activity 19: Signing and Pavement Marking Analysis

Estimator: Greg Stevanus

Cart Rd. @ Christina Blvd/Eaglebrook Blvd - Intersection Improvements
22-087-03

Representing	Print Name	Signature / Date
Polk County		
HDR Engineering, Inc.		

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	2	2	Review of Typical Section Package and recommendations taken from the traffic counts.
19.2	No Passing Zone Study	LS	0	0	0	N/A
19.3	Signing and Pavement Marking Master Design File	LS	1	56	56	Based on Lower Range: 30 hours for setup and 40 hours per mile. And 6 Hours for Signalized Intersection. Length based on intersection approaches for concept level of signalized intersection (1000' x 2 legs + 250' x 2 legs) Using 1 mile minimum. 30 + (1 x 20) + 6 = 56 Hours
19.4	Multi-Post Sign Support Calculations	EA	3	2	6	Multipost Calcs for 3 legs of the intersection not counting the East Leg due to the gated community.
19.5	Sign Panel Design Analysis	EA	3	2	6	3 next signal signs.
19.6	Sign Lighting/Electrical Calculations	EA	0	0	0	N/A
19.7	S&PM Quantities for EQ Report	Length (Miles)	1.00	Calculated Hours	16	
		Complexity	Low Range			
		Interchanges Rest Areas	0	16		
19.8	Cost Estimate	LS	3	2	6	2 Hours to develop LRE and 2 hours each for 2 submittals.
19.9	Technical Special Provisions and Modified Special Provisions	LS	0	0	0	N/A
19.10	Other Signing and Pavement Marking	LS	0	0	0	N/A
	Signing and Pavement Marking Analysis Technical Subtotal				**92**	
19.11	Field Reviews	LS	2	4	8	1 Field review for 2 Staff at 4 Hours. (1 review x 2 staff x 4 hours = 8 Hours)
19.12	Technical Meetings	LS	1	11	11	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	5	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	5	
	Signing and Pavement Marking Analysis Nontechnical Subtotal				**29**	

Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.16	Coordination	LS	%	5%	6	
	19. Signing and Pavement Marking Analysis Total				**127**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Sign Panel Design	EA	1	1	1			0
Queue Length Analysis	EA	1	1	1			0
Local Governments (cities, counties)	EA	0	0	0			0
Other Meetings	EA	3	3	9			0
Subtotal Technical Meetings				11		**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				11		**Total Project Manager Meetings (carries to Tab 3)**	**0**

Carries to 19.12

Carries to Tab 3

Estimator: Greg Stevanus

20. Signing and Pavement Marking Plans

Cart Rd. @ Christina Blvd Eaglebrook Blvd - Intersection Improvements
22-087-03

Representing	Print Name	Signature / Date
Polk County		
HDR Engineering, Inc.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
20.1	Key Sheet		0		0	0	0	0	Will be apart of the roadway set
	Signature Sheet		0		0	0	0	0	Will be apart of the roadway set
20.2	General Notes/Pay Item Notes		1	Simple	6	0	6	0	
20.3	Project Layout		0		0	0	0	0	N/A
20.4	Plan Sheet	Length (Miles)	1.00	Low Range	14	0	14	0	
		Sig Intersection Mid-Block Xing	1		2	0	2	0	
		Interchange Roundabout	0		0	0	0	0	
		Rest Area Toll Facility	0		0	0	0	0	
20.5	Special Details	Details	0	Simple	0	0	0	0	
			0	Standard	0	0	0	0	
			0	Complex	0	0	0	0	
20.6	Service Point Details	Service Point	0	Simple	0	0	0	0	
			0	Standard	0	0	0	0	
20.7	Guide Sign Data	Sign Panel	3		6	0	6	0	
20.8	Cross Sections (Sign Installations)	Multi-post signs	3		9	0	9	0	
		Overhead Sign Structures	0	Standard	0	0	0	0	
			0	Complex	0	0	0	0	
	S&PM Plans Technical Hours Subtotal				37	0	37	37	
20.9	Quality Assurance/Quality Control	%	1	5%	2			0	
20.10	Supervision	%	1	5%	2			0	
	S&PM Plans Total							37	

Project Activity 21: Signalization Analysis

Estimator: Bryan St. George

Cart Rd. @ Christina Blvd/Eaglebrook Blvd - Intersection Improvements
22-087-03

Representing	Print Name	Signature / Date
Polk County		
HDR Engineering, Inc.		

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	103	103	Process traffic count data: 6 hrs Develop Existing year volumes: 2 hrs Develop growth rate: 8 hrs Crash analysis: 12 hrs Existing year Synchro model analysis: 3 hrs/peak period*2 peak periods = 6 hrs Develop Design year volumes: 6 hrs Design year Synchro model analysis: 3 hrs/peak period*2 peak periods*3 Alternatives (including No Build, Signal with Existing geometry, signal with improved geometry) = 18 hrs Incorporation into an Intersection Alternatives Analysis Report: 40 hrs Develop Signal Operating Plan = 5 Hours
21.3	Signal Warrant Study	LS	1	0	0	N/A
21.4	System Timings	LS	1	0	0	N/A
21.5	Reference and Master Signalization Design File	PI	1	40	40	Based on Middle Range to account for limited R/W.
21.6	Reference and Master Interconnect Communication Design File	LS	1	0	0	N/A
21.7	Overhead Street Name Sign Design	EA	3	2	6	3 Internally Illuminated Street Name sign designs.
21.8	Pole Elevation Analysis	LS	1	2	2	Efforts to determine pole elevations at proposed pole locations as well as critical elevations over the roadway
21.9	Traffic Signal Operation Report	LS	0	0	0	N/A
21.10	Signalization Quantities for EQ Report	Signalized Intersections	1	Calculated Hours 20	20	
21.11	Cost Estimate	LS	1	14	14	2 hours to review/develop LRE and 2 Submittal at 6 hours each 2+(2 x 6) = 14 Hours
21.12	Technical Special Provisions and Modified Special Provisions	LS	0	0	0	N/A
21.13	Other Signalization Analysis	LS	0	0	0	N/A
				Signalization Analysis Technical Subtotal	185	

Project Activity 21: Signalization Analysis

21.14	Field Reviews	LS	1	0	0	Included in Signing and pavement Marking Tab 19
21.15	Technical Meetings	LS	1	8	8	Meetings are listed below
21.16	Quality Assurance/Quality Control	LS	%	5%	9	
21.17	Independent Peer Review	LS	%	0%	0	
21.18	Supervision	LS	%	5%	9	
Signalization Analysis Nontechnical Subtotal					**26**	

Project Activity 21: Signalization Analysis

21.19	Coordination	LS	%	3%	6	
	21. Signalization Analysis Total				**217**	

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	0	0	0			0
Maintaining Agency (cities, counties)	EA	2	2	4			0
Railroads	EA	0	0	0			0
Other Meetings	EA	2	2	4			0
Subtotal Technical Meetings				**8**	**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				**8**	**Total Project Manager Meetings (carries to Tab 3)**		**0**

Carries to 21.15 — Carries to Tab 3

Estimator: Greg Stevanus

22. Signalization Plans

Cart Rd. @ Christina Blvd/Eaglebrook Blvd - Intersection Improvements
22-087-03

Representing	Print Name	Signature / Date
Polk County		
HDR Engineering, Inc.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
22.1	Key Sheet		0		0	0	0	0	Will be apart of the roadway set
	Signature Sheet		0		0	0	0	0	Will be apart of the roadway set
22.2	General Notes/Pay Item Notes		1	Standard	9	0	9	0	
22.3	Signalization Plan Sheets	Signalized Intersections	1	Mid Range	4	0	4	0	
22.4	Interconnect Plan Sheets	Length (Miles)	0.00		0	0	0	0	
22.5	Traffic Monitoring Site	Sites (Loop Detect.)	0		0	0	0	0	
		Sites (Other Detect.)	0		0	0	0	0	
22.6	Guide Sign Data	Sign Panel	3		6	0	6	0	
22.7	Special Details	Details	0	Simple	0	0	0	0	
			4	Standard	8	0	8	0	Pull box Concrete Apron Configuration, UPS, Controller Cabinet Pad and Conduit Entry Details
			4	Complex	16	0	16	0	Cross section for mast arm poles with all utilities (OH and UG)
22.8	Service Point Details	Service Point	0	Simple	0	0	0	0	
			1	Standard	8	0	8	0	Electrical Riser Diagram.
22.9	Mast Arm / Monotube Data	Signal Arm	4	Single Mast Arm	4	0	4	0	
				Double Mast Arm	0	0	0	0	
22.10	Strain Pole Schedule	Span	0		0	0	0	0	
22.11	TTCP Signal	Intersections w/o ped signal	1	Mid Range	16	0	16	0	Temporary traffic signal for duration where new signal is being constructed.
		Intersections with ped signal	0		0	0	0	0	
22.12	Temporary Detection Sheet	Intersections	0		0	0	0	0	
				Signalization Plans Technical Hours Subtotal	71	0	71	71	
22.13	Quality Assurance/Quality Control	%	1	5%	4			0	
22.14	Supervision	%	1	5%	4			0	
							Signalization Plans Total	71	

Project Activity 23: Lighting Analysis

Estimator: Greg Stevanus

Cart Rd. @ Christina Blvd/Eaglebrook Blvd - Intersection Improvements
22-087-03

Representing	Print Name	Signature / Date
Polk County		
HDR Engineering, Inc.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
23.1	Lighting Justification Report	LS	0	0	0	N/A
23.2	Lighting Design Analysis Report (LDAR)	LS	1	6	6	Prepare a lighting memo along side the concept submittals for review.
23.3	Voltage Drop Calculations	EA	1	2	2	Prepare voltage Drop Calculations
23.4	FDEP Coordination and Report	LS	0	0	0	
23.5	Reference and Master Design Files	LS	1	29	29	Using Lower Range, 15 Hours for Setup + 14 Hours for Intersection Lighting = 29 Hours
23.6	Temporary Highway Lighting	LS	0	0	0	
23.7	Design Documentation	LS	1	6	6	Preparing all design documents as apart of the submittal.
23.8	Lighting Quantities for EQ Report	Light Poles	10	Calculated Hours 21	21	
23.9	Cost Estimate	LS	1	10	10	2 hours for review/develop LRE and 4 hours for 2 submittals 2+(4x2) = 10 Hours
23.10	Technical Special Provisions and Modified Special Provisions	LS	0	0	0	
23.11	Other Lighting Analysis	LS	0	0	0	
	Lighting Analysis Technical Subtotal				**74**	
23.12	Field Reviews	LS	1	0	0	Included in Signing and pavement Marking Tab 19
23.13	Technical Meetings	LS	1	7	7	
23.14	Quality Assurance/Quality Control	LS	%	5%	4	
23.15	Independent Peer Review	LS	%	0%	0	
23.16	Supervision	LS	%	5%	4	
	Lighting Analysis Nontechnical Subtotal				**15**	
23.17	Coordination	LS	%	3%	3	
	23. Lighting Analysis Total				**92**	

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	2	1	2			0
Maintaining Agency (cities, counties)	EA	1	1	1			0
Airport authority	EA	0	0	0			0
FDEP Lighting (coast areas)	EA	0	0	0			0
Other Meetings	EA	2	2	4			0
Subtotal Technical Meetings				7	**Subtotal Project Manager Meetings**		0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		- -
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		- -
Total Meetings				7	**Total Project Manager Meetings (carries to Tab 3)**		**0**

Carries to 23.13 — Carries to Tab 3

Estimator: Greg Stevanus

24. Lighting Plans

Cart Rd. @ Christina Blvd/Eaglebrook Blvd - Intersection Improvements
22-067-03

Representing	Print Name	Signature / Date
Polk County		
HDR Engineering, Inc.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
24.1	Key Sheet		0		0	0	0	0	Will be apart of the roadway set
	Signature Sheet		0		0	0	0	0	Will be apart of the roadway set
24.2	General Notes/Pay Item Notes		1	Simple	6	0	6	0	
24.3	Pole Data, Legend and Criteria	Poles	8		7	0	7	0	
24.4	Project Layout		0		0	0	0	0	N/A
24.5	Plan Sheets (Corridor Projects)	Length (Miles)	0.00		0	0	0	0	
	Plan Sheets (Isolated Locations)	Intersections or Mid-Blocks	1		4	0	4	0	
		Interchanges or Rest Areas	0		0	0	0	0	
24.6	Special Details	Details	0	Simple	0	0	0	0	
			0	Standard	0	0	0	0	
			0	Complex	0	0	0	0	
24.7	Service Point Details	Service Point	0	Simple	0	0	0	0	
			0	Standard	0	0	0	0	
			0	Complex	0	0	0	0	
24.8	Temporary Highway Lighting		0		0	0	0	0	
	Lighting Plans Technical Hours Subtotal				17	0	17	17	
24.9	Quality Assurance/Quality Control	%	1	5%	1			0	
24.10	Supervision	%	1	5%	1			0	
	Lighting Plans Total							17	

Adams Traffic, Inc.
P.O. Box 997, Plant City, FL 33564
Telephone: 813-763-7763

FEE PROPOSAL

Date: October 16, 2025

Project: Carter Rd at Christina Blvd /Eaglebrooke Blvd
Polk County Intersection Improvement

Client: Brian Zimmerman, PE
HDR
4830 W Kennedy Blvd
Tampa, FL 33609

Adams Traffic appreciates this opportunity to provide a proposal to HDR for the above-referenced project. This proposal presents our understanding of the scope of services, and a fee estimate to complete the services.

Services to be provided by Adams Traffic, Inc.:

Adams Traffic shall collect the following traffic counts:

- 48-hr bi-directional volume counts on all four legs of the Carter Rd/Christina Blvd/Eaglebrooke Blvd intersection. The counts will be reported in 15-minute intervals with hourly, daily, and peak totals.
- 6:30-8:30am & 4-6pm turning movement counts at the Carter Rd/Christina Blvd/Eaglebrooke Blvd intersection. The counts will be reported in 15-minute intervals with hourly and peak totals.

All counts will be collected on a Tuesday, Wednesday, or Thursday of a non-holiday week unless directed otherwise by the client.

Fee for services:

Lump Sum Fee of $2,750.

Please contact me if you have any questions or would like additional information regarding our services and capabilities.

Sincerely,
Adams Traffic, Inc.
Nancy Adams
Nancy Adams, P.E
President

Item Description	Unit	Unit Price	Quantity	Total
Geotechnical Field Investigation				
101-Aggregate Carbonates & Organic Matter FM 5-514	Test	$ 100.00		$ -
102-Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	$ 45.00		$ -
103-Aggregate Shell Content of Coarse Aggregate FM 5-555	Test	$ 85.00		$ -
104-Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	$ 60.00		$ -
105-Aggregate Soundness AASHTO T104	Test	$ 300.00		$ -
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	$ 88.00		$ -
107-Aggregate Total Moisture Content by Drying AASHTO T255	Test	$ 35.00		$ -
108-Aggregate Unit Mass & Voids AASHTO T19	Test	$ 55.00		$ -
109-Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	$ 95.00		$ -
200-Asphalt Bulk Specific Gravity FM 1-T166	Test	$ 50.00		$ -
201-Asphalt Content FM 5-563	Test	$ 145.00		$ -
204-Asphalt Gradation FM 1-T030	Test	$ 75.00		$ -
206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	$ 325.00		$ -
207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	$ 297.00		$ -
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	$ 250.00		$ -
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	$ 200.00		$ -
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	$ 275.00	6	$ 1,650.00
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	$ 225.00		$ -
300-Concrete Beam Flexural Testing ASTM C78	Test	$ 55.00		$ -
301-Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	$ 28.00		$ -
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	$ 35.00		$ -
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	$ 50.00		$ -
305-Concrete Pavement Coring - 4" Dia	Each	$ 200.00		$ -
306-Concrete Pavement Coring - 6" Dia	Each	$ 225.00		$ -
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	$ 10.80	30	$ 324.00
402-Geo Auger Borings- Track	LF	$ 13.75		$ -
403-Geo Backhoe (Owned)	Day	$ 600.00		$ -
405-Geo Barge (Owned)	Day	$ 2,650.00		$ -
407-Geo Chainsaw (Owned)	Day	$ 55.00		$ -
415-Geo Double Ring Infiltration ASTM D3385	Each	$ 525.00		$ -
416-Geo Dozer (Owned)	Day	$ 800.00		$ -
418-Geo Drill Crew Support Vehicle	Day	$ 200.00	2	$ 400.00
419-Geo Drilling Crew 2- Person	Hour	$ 135.00		$ -
420-Geo Drilling Crew 3-Person	Hour	$ 185.00		$ -
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	$ 71.00		$ -
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	$ 71.00		$ -
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	$ 85.00		$ -
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	$ 92.00		$ -
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	$ 71.00		$ -
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	$ 71.00		$ -
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	$ 85.00		$ -
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	$ 85.00		$ -
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	$ 314.00		$ -
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	$ 11.25		$ -
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	$ 17.25		$ -
434-Geo Ground Penetrating Radar (GPR)	Hour	$ 285.00		$ -
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	$ 8.50		$ -
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	$ 11.25		$ -
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	$ 17.25		$ -
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	$ 25.00		$ -

Item Description	Unit	Unit Price	Quantity	Total
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	$ 6.25	140	$ 875.00
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	$ 8.00		$ -
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	$ 13.10		$ -
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	$ 18.00		$ -
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	$ 32.00		$ -
450-Geo Piezometer 2" 000-050 Ft	LF	$ 44.00		$ -
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	$ 52.00		$ -
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	$ 68.00		$ -
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	$ 85.00		$ -
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	$ 94.00		$ -
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	$ 45.00		$ -
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	$ 52.00		$ -
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	$ 60.00		$ -
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	$ 21.50		$ -
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	$ 28.90		$ -
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	$ 53.00		$ -
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	$ 70.00		$ -
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	$ 15.20	140	$ 2,128.00
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	$ 18.10		$ -
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	$ 32.00		$ -
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	$ 42.00		$ -
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	$ 14.50	60	$ 870.00
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	$ 17.50		$ -
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	$ 20.00		$ -
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	$ 25.00		$ -
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	$ 10.30		$ -
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	$ 14.00		$ -
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	$ 17.50		$ -
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	$ 22.00		$ -
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	$ 200.00		$ -
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	$ 215.00		$ -
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	$ 240.00		$ -
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	$ 255.00		$ -
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	$ 200.00		$ -
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	$ 200.00		$ -
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	$ 200.00		$ -
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	$ 220.00		$ -
523-Geo Vibration & Noise Monitoring	Day	$ 970.00		$ -
524-Geo Vibration Monitoring	Day	$ 1,100.00		$ -
525-Geo Well Development	Hour	$ 175.00		$ -
526-Geo Dynamic Pile Testing/Embedded Data Collector	Day	$ 1,100.00		$ -
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	$ 190.00		$ -
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	$ 260.00		$ -
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	$ 190.00		$ -
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	$ 260.00		$ -
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	$ 1,400.00		$ -
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	$ 1,600.00		$ -
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	$ 1,600.00		$ -
538-Geo Clearing Equipment	Day	$ 2,000.00		$ -
539-Geo Wash Boring for Rock Cores 0-50 Ft	LF	$ 9.00		$ -
540-Geo Wash Boring for Rock Cores 50-100 Ft	LF	$ 12.00		$ -

Item Description	Unit	Unit Price	Quantity	Total
541-Geo Wash Boring for Rock Cores 100-150 Ft	LF	$ 22.00		$ -
602-Mobilization - Vibration Monitoring Equipment	Each	$ 230.00		$ -
603-Mobilization Asphalt Coring equipment	Each	$ 300.00		$ -
606-Mobilization Concrete Coring	Each	$ 300.00		$ -
609-Geo Mobilization Drill Rig Barge Mount	Each	$ 8,600.00		$ -
610-Geo Mobilization Drill Rig Track Mount	Each	$ 3,250.00		$ -
612-Geo Mobilization Drill Rig Truck Mount	Each	$ 410.00	2	$ 820.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	$ 700.00		$ -
618-Geo Mobilization Support Boat	Each	$ 500.00		$ -
619-Geo Mobilization Tri-Pod	Each	$ 1,250.00		$ -
MOT Maintenance of Traffic	Each	$ 2,800.00	2	$ 5,600.00
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	$ 5.00		$ -
706-MOT Portable Sign	Each	$ 43.00		$ -
708-MOT Provide Channelizing Devices - Cone	Each	$ 5.00		$ -
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Hour	$ 280.00		$ -
712-MOT Support Vehicle	Hour	$ 155.00	8	$ 1,240.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	$ 110.00		$ -
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	$ 580.00		$ -
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Day	$ 150.00		$ -
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	$ 305.00	2	$ 610.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	$ 350.00		$ -
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	$ 350.00	3	$ 1,050.00
811-Soils Liquid Limit (AASHTO T 89)	Test	$ 60.00	6	$ 360.00
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	$ 45.00	10	$ 450.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	$ 14.00	8	$ 112.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	$ 42.00	2	$ 84.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	$ 200.00		$ -
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	$ 67.00		$ -
823-Soils Permeability Constant Head (AASHTO T 215)	Test	$ 280.00		$ -
824-Soils Permeability Falling Head (FM 5-513)	Test	$ 260.00		$ -
825-Soils pH Soil or Water (FM 5-550)	Test	$ 39.00		$ -
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	$ 70.00	6	$ 420.00
827-Soils Proctor Modified (FM 1-T 180)	Test	$ 120.00		$ -
828-Soils Proctor Standard (AASHTO T 99)	Test	$ 115.00		$ -
829-Soils Resistivity Soil or Water (FM 5-551)	Test	$ 54.00		$ -
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	$ 138.00		$ -
833-Soils Sulfate Soil or Water (FM 5-553)	Test	$ 68.00		$ -
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	$ 138.00		$ -
850-EDR Report	Each	$ 500.00		$ -
852-Organic Vapor Analyzer (OVA)	Day	$ 150.00		$ -
854-Handheld GPS	Per Day	$ 80.34		$ -
856-Field Sampling Kit (soil)	Each	$ 75.00		$ -
858-Field Sampling Survey Kit (water)	Each	$ 75.00		$ -
860-Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	$ 11.90		$ -
862-BTEX and MTBE (Method 8260)	Each	$ 65.00		$ -
864-Organochlorine Pesticides (Method 8081)	Each	$ 100.00		$ -
866-Organophosphorous Pesticides (Method 8141)	Each	$ 125.00		$ -
868-Chlorinated Herbicides (Method 8151)	Each	$ 100.00		$ -
870-Volatile Organics (Method 8260)	Each	$ 95.00		$ -
872-Volatile Organics BTEX/MTBE(Method 8260)	Each	$ 60.00		$ -
874-Semi-Volatiles (Method 8270)	Each	$ 200.00		$ -
876-Polyaromatic Hydrocarbons (Method 8270)	Each	$ 100.00		$ -

Item Description	Unit	Unit Price	Quantity	Total
878-TPH Method FL-Pro	Each	$ 65.00		$ -
880-RCRA 8 Metals (Method 6010/7471)	Each	$ 65.00		$ -
882-RCRA Metals Individual (Method 6010/7471)	Each	$ 9.00		$ -
884-Mercury Individual (Method 6010/7471)	Each	$ 25.00		$ -
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	$ 75.00		$ -
888-Arsenic (Method 6010/7471)	Each	$ 9.00		$ -
890-SPLP/TCLP Metals	Each	$ 198.00		$ -
892-Asbestos Samples	Each	$ 15.00		$ -
894-Polychlorinated Biphenals (8082)	Each	$ 75.00		$ -
Engineering and Technical Support Services				
Chief Engineer	Hour	$ 221.77		$ -
Senior Engineer	Hour	$ 198.71	22	$ 4,371.62
Project Manager	Hour	$ 190.00		$ -
Threshold Inspector	Hour	$ 190.00		$ -
Senior Project Engineer	Hour	$ 161.00	16	$ 2,576.00
Chief Scientist	Hour	$ 174.47		$ -
Senior Scientist	Hour	$ 141.17		$ -
Engineer	Hour	$ 144.77		$ -
Engineering Intern	Hour	$ 91.30	38	$ 3,469.40
Senior Engineering Technician	Hour	$ 102.30	11	$ 1,125.30
Building Envelope Consulting (QA/QC Inspections)	Hour	$ 95.00		$ -
Threshold Inspector's Representative	Hour	$ 85.00		$ -
Engineering Technician	Hour	$ 81.10	11	$ 892.10
Asphalt Plant Inspector	Hour	$ 75.00		$ -
Senior Designer	Hour	$ 124.43	11	$ 1,368.73
Secretary / Clerical	Hour	$ 123.78		$ -
			Total Cost:	**$ 30,796.15**

ESTIMATE OF WORK EFFORT AND COST - Sub 1 (Subconsultant)

Exhibit "B"

Consultant's Pre-Negotiation Est.

Name of Project: Polk County - Carter and Christina Intersection Improvements
County:
FPN: 2022-067; TWO # ?
FAP No.: N/A

Contract No.: X-XXXX
N/A XX
Districtwide Master Contract # / FP ID: XXXXXX-X-32-XX

Consultant Name: Sub 1
Consultant No.: enter consultants proj. number
Date: 12/1/2025
Estimator: Jerry Cornelius, Jr., PE

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager 3	SUR Senior Surveyor 2	SUR Survey Project Manager 3	SUR Survey/GIS/SUE Analyst 3	Utility Coordinator	Engineering Intern	Senior Designer	Chief Scientist	Scientist	Utility Coordinator	Work Class- 11	Work Class- 12	Work Class- 13	Work Class- 14	Work Class- 15	Work Class- 16	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$317.17	$271.41	$171.71	$100.94	$105.55	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project Common & Project General Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	155	0	0	0	0	155	0	0	0	0	0	0	0	0	0	0	0	155	$16,360.25	$105.55
8a. Env. Permits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8b. Env. Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	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	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	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	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Architecture Analyses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27a. Survey- (Non-SUE) Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27b. Survey- (SUE) Field & Office Support	61	9	9	18	25	0	0	0	0	0	0	0	0	0	0	0	0	61	$10,911.50	$178.88
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analyses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	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	0	0	0	$0	#DIV/0!
Total Staff Hours	216	9	9	18	25	155	0	0	0	0	0	0	0	0	0	0	0	216		
Total Staff Cost		$2,854.53	$2,442.69	$3,090.78	$2,523.50	$16,360.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$27,271.75	$126.26

Check = $27,271.75

Notes:

1. This sheet to be used by Subconsultant to calculate its fee.
2. UNUSED Subconsultant "ROWS SHALL be hidden."

SALARY RELATED COSTS:				$27,271.75
OVERHEAD	0.00%			$0.00
OPERATING MARGIN:	0.00%			$0.00
FCCM (Facilities Capital Cost Money):	0.0000%			$0.00
EXPENSES:	0.00%			$0.00
Environmental Permit Fees, Sub 1				$0.00
			SUBTOTAL ESTIMATED FEE:	$27,271.75
Survey Survey (Non-SUE) Field	0.0	4-person crew days @	$0.00 / hour	$0.00
(SUE)				
Survey (SUE-Designate) Field	51.2	3-person crew days @	$294.00 / hour	$15,052.80
Survey (SUE-Locate) Field	54.4	3-person crew days @	$294.00 / hour	$15,993.60
Survey (SUE-Survey) Field	26.4	3-person crew days @	$236.50 / hour	$6,243.60
			(SUE-Field) SUBTOTAL ESTIMATED FEE:	$37,290.00
			GEOTECHNICAL (Field and Lab Testing):	$0.00
			SUBTOTAL ESTIMATED FEE:	$64,561.75
			Optional Services:	$0.00
			GRAND TOTAL ESTIMATED FEE:	$64,561.75

Estimator: Azalea Aoki, ECHO UES

Consultant's Pre-Negotiation Est.

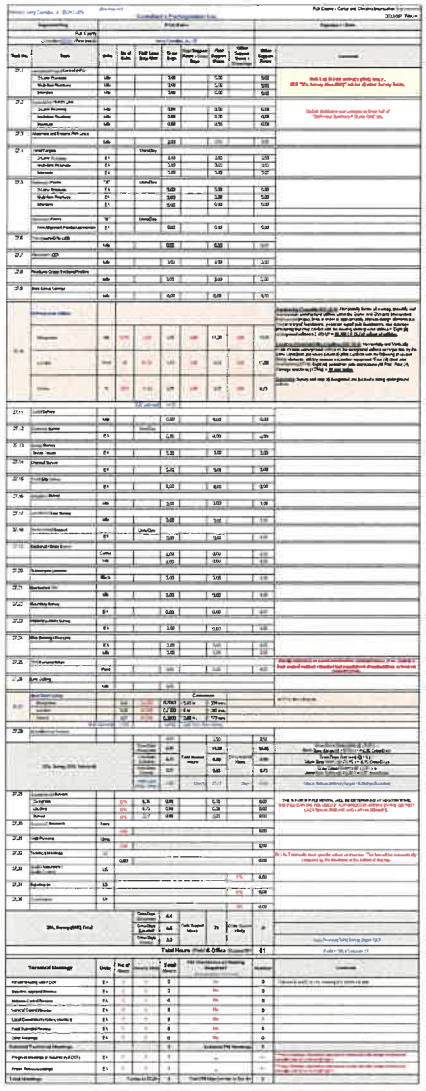
Polk County - Carter and Christina Intersection Improvements

2022-087; TWO # 7

Representing	Print Name	Signature / Date
County		
Consultant-XXXX (Firm Initials):		

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	1	3	3	DO NOT manually input specific values on this row. This task is computed from the Technical Meetings below.
7.2	Identify Existing Utility Agency Owners (UAOs)	LS	8	1	8	# UAOs within the limits of this project through permit research, field verification, project as builts and Sunshine 811 Design Ticket.
7.3	Make Utility Contacts	LS	8	4	32	Send a statutory contact letter and distribute current phase plans to # of UAOs at 30, 60, 90 and 100% (1 hr per UAO contact @ 4 phases/contacts)
7.4	Exception Processing	LS	1	0	0	N/A
7.5	Preliminary Utility Meeting	LS	1	0	0	DO NOT manually input specific values on this row. This line will be automatically computed by the tabulation at the bottom of this tab.
7.6	Individual / Field Meetings	LS	1	6	6	DO NOT manually input specific values on this row. This line will be automatically computed by the tabulation at the bottom of this tab.
7.7	Collect and Review Plans and Data from UAO(s)	LS	8	2	16	Collect UAO marked plans, evaluate for content, accuracy, utility type, material and size. Provide markups to the EOR for incorporation into the plans. Forward all requests for reimbursement and supporting documentation to the County. # UAOs x 1 hr per UAO at both 30% and 60% (1 hr each phase)
7.8	Subordination of Easements Coordination	LS	1	0	0	N/A - by the County ROW office
7.9	Utility Design Meeting	LS	1	6	6	DO NOT manually input specific values on this row. This line will be automatically computed by the tabulation at the bottom of this tab.
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	8	4	32	Collect and review RGBs and URS for completeness and correctness. Circulate RGBs and URS for review and comment by all discipline EORs. Circulate Final URS for signatures. (2.00 hrs per document, per phase) DRAFT RGBs and DRAFT URS 2.00 hrs x # UAOs at 90% phase FINAL RGBs and FINAL URS 2.00 hrs x # UAOs at 100% phase
7.11	Utility Coordination/Followup	LS	8	2	16	2 hours per UAO to follow up with delquent UAO's. May include follow-up contact by correspondence or telephone, assisting UAOs with interpreting plans, and assisting with the completion of the utility relocation schedules or agreements to motivate and ensure UAO compliance to complete and return the required documents in accordance with the project schedule.
7.12	Utility Constructability Review	LS	8	2	16	Review utility conflict matrix with the EORs for all disciplines. Constructibility review of RGBs with the EOR at 90% or 100% to ensure conflict resolution. Review utility work schedules against plans, determine if there is sufficient time for prior work before contract letting date, and assist the EOR in comparing TTCP phasing for construction compatibility. 1 hr per UAO x # UAOs for RGB conflict resolution 1 hr per UAO x # UAOs for URS construction compatibility
7.13	Additional Utility Services	LS	1	0	0	Optional Services (S/A)
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	Optional Services (S/A if UWHCA is requested by a UAO)
7.15	Contract Plans to UAO(s)	LS	8	1	8	Send Final S&S Plans to UAOs
7.16	Certification/Close-Out	LS	8	1	8	Quality assurance check for all utility files and supporting documentation, close out any open review assignments, preparation and submittal of the Utility Certification Letter
7.17	Other Utilities	LS	1	4	4	Assist the EOR with the review of Utility Permits submitted during design phases
	7. Utilities Total				**155**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	
						Yes / No (drop down box)	Number
Kickoff (see 7.1)	EA	1	3	3	Design kickoff meeting	Yes	1
Preliminary Meeting (see 7.5)	EA	0	0	0	N/A	No	0
Individual UAO Meetings (see 7.6)	EA	0	0	0	Optional Services	No	0
Field Meetings (see 7.6)	EA	1	6	6	Field Review, including travel time	No	0
Design Meeting (see 7.9)	EA	1	6	6	Utility Coordination Design Meeting with UAOs at either 60 or 90%, includes scheduling, agenda and minutes	Yes	1
Other Meetings *(this is automatically added into Utilities Total (cell F27))*	EA	0	0	0	Meetings or teleconferences with the consultant design team and/or the County to review project plans, changes, conflict resolution and/or phase submittal reviews.	Yes	0
Total Meetings				**15**	***Total Project Manager Meetings (carries to Tab 3)***		**2**



Project Activity 27b. Survey (SUE) (Firm)

Estimator: Jerry Comellas, Jr., ECHO UES (:Drop down box)

Consultant's Pre-Negotiation Est.

Polk County - Carter and Christina Intersection Improvements
2022-087; TWO # ?

Representing	Print Name	Signature / Date
Polk County:		
Consultant-ECHO (Firm Initials)	Jerry Comellas, Jr., PE	

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.1	Horizontal Project Control (HPC)									
	2-Lane Roadway	Mile			0.00		0.00		0.00	THIS TAB IS FOR SURVEY (SUE) ONLY . SEE "27a. Survey (Non-SUE)" tab for all other Survey Tasks.
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.2	Vertical PC / Bench Line									
	2-Lane Roadway	Mile			0.00		0.00		0.00	Update distribution percentages on lower half of "Staff-Hour Summary - Grand Total" tab.
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.3	Alignment and Existing R/W Lines									
		Mile			0.00		0.00		0.00	
27.4	Aerial Targets			Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
27.5	Reference Points	"A"		Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
	Reference Points	"B"		Units/Day						
	Non Alignment Points/Approximate	EA			0.00		0.00		0.00	
27.6	Topography/DTM (3D)									
		Mile			0.00		0.00		0.00	
27.7	Planimetric (2D)									
		Mile			0.00		0.00		0.00	
27.8	Roadway Cross-Sections/Profiles									
		Mile			0.00		0.00		0.00	

Project Activity 27b. Survey (SUE) (Firm)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.9	Side Street Surveys									
		Mile			0.00		0.00		0.00	
27.10	Underground Utilities									**Designating (Toneable-SUE QLB)**: Horizontally locate all existing, toneable and non-toneable, underground utilities within the Carter and Christina Intersection Improvement project limits in order to appropriately address design elements (i.e. mast arm signal foundations, pedestrian signal pole foundations, and drainage structures) that may conflict with the existing underground utilities = Eight (8) underground utilities x 2,470 LF = **19,760 LF (3.742 miles) of utilities**. **Locating (Potential Utility Conflicts-SUE QLA)**: Horizontally and Vertically locate existing underground utilities on the designated utilities as requested by the prime consultant and where potential utility conflicts with the following proposed design elements, utilizing vacuum excavation equipment (Four (4) mast arm foundations (20THs), Eight (8) pedestrian pole foundations (16THs); Four (4) drainage structures (12THs) = **48 test holes** **Surveying**: Survey and map all designated and located existing underground utilities.
	Designates	Mile	3.742	1.51	5.65	2.00	11.30	3.00	16.95	
	Locates	Point	48	0.125	6.00	1.00	6.00	2.00	12.00	
	Survey	%	25%	11.65	2.91	2.00	5.82	3.00	8.73	
				SUE Sub-total:	14.56					
27.11	Outfall Survey									
		Mile			0.00		0.00		0.00	
27.12	Drainage Survey			Units/Day						
		EA			0.00		0.00		0.00	
27.13	Bridge Survey									
	Minor / Major	EA			0.00		0.00		0.00	
27.14	Channel Survey									
		EA			0.00		0.00		0.00	
27.15	Pond Site Survey									
		EA			0.00		0.00		0.00	
27.16	Mitigation Survey									
		Mile			0.00		0.00		0.00	
27.17	Jurisdiction Line Survey									
		Mile			0.00		0.00		0.00	
27.18	Geotechnical Support			Units/Day						
		EA			0.00		0.00		0.00	
27.19	Sectional / Grant Survey									
		Corner			0.00		0.00		0.00	

Project Activity 27b. Survey (SUE) (Firm)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
		Mile			0.00		0.00		0.00	
27.20	Subdivision Location									
		Block			0.00		0.00		0.00	

Project Activity 27b. Survey (SUE) (Firm)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.21	Maintained R/W									
		Mile			0.00		0.00		0.00	
27.22	Boundary Survey									
		EA			0.00		0.00		0.00	
27.23	Water Boundary Survey									
		EA			0.00		0.00		0.00	
27.24	R/W Staking / R/W Line									
		EA			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.25	R/W Monumentation									Usually authorized as a post-construction Optional Service. If so, exclude it from original contract estimates and negotiations documentation, or keep on separate forms.
		Point			0.00		0.00		0.00	
27.26	Line Cutting									
		Mile			0.00					
27.27	Work Zone Safety					Conversions				MOT for lane closures
	Designates		5.65	0.1250	0.7063	= 5.65 hr.	= 339 min.			
	Locates		6.00	0.1250	0.7500	= 6 hr.	= 360 min.			
	Survey		2.91	0.1250	0.3600	= 2.88 hr.	= 173 min.			
	SUE Sub-total:		14.56		1.8163	:Total Work Zone Safety				
27.28	Miscellaneous Surveys									
					0.00		0.00		0.00	
27b. Survey (SUE Sub-total)				Crew Days (Designate)	6.36	Field Support Hours	11.30	Office Support Hours	16.95	Crew Days (Designate) @ (5.65) + Work Zone Safety @ (0.7063) = 6.36 Crew Days
				Crew Days (Locates)	6.75		6.00		12.00	Crew Days (Locates) @ (6) + Work Zone Safety @ (0.75) = 6.75 Crew Days
				Crew Days (Survey)	3.27		5.82		8.73	Crew Days (Survey) @ (2.91) + Work Zone Safety @ (0.36) = 3.27 Crew Days
				(Work Zone Safety, Check)	1.82	Check	23.12	Check	37.68	Check, Sub-total Survey Days= 16.38 (Not Rounded)

Project Activity 27b. Survey (SUE) (Firm)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.29	Supplemental Surveys									
	Designate		0%	6.36	0.00		0.00		0.00	THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT NEGOTIATIONS. THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE DISTRICT LOCATION SURVEYOR AND / OR HIS DESIGEE.
	Locates		0%	6.75	0.00		0.00		0.00	
	Survey		0%	3.27	0.00		0.00		0.00	
27.30	Document Research	Units								
			0.00						0.00	
27.31	Field Reviews	Units								
			0.00						0.00	
27.32	Technical Meetings	LS								DO NOT manually input specific values on this row. This line will be automatically computed by the tabulation at the bottom of this tab.
			0.00						0.00	
27.33	Quality Assurance / Quality Control	LS								
								0%	0.00	
27.34	Supervision	LS								
								0%	0.00	
27.35	Coordination	LS								
								0%	0.00	
27b. Survey (SUE) Total				Crew Days (Designate)	6.4	Field Support Hours	23	Office Support Hours	38	
				Crew Days (Locates)	6.8					
				Crew Days (Survey)	3.3					Ceck, Rounded Total Survey Days= 16.5
Total Hours (Field & Office Support)=									61	Field + Office Support= 61

Project Activity 27b. Survey (SUE) (Firm)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required? (drop down box (Yes / No))	Number	Comments
Kickoff Meeting with FDOT	EA	0	0	0	No	0	Columns D and E are for meetings for technical staff.
Baseline Approval Review	EA	0	0	0	No	0	"
Network Control Review	EA	0	0	0	No	0	"
Vertical Control Review	EA	0	0	0	No	0	"
Local Governments (cities, counties)	EA	0	0	0	No	0	"
Final Submittal Review	EA	0	0	0	No	0	"
Other Meetings	EA	0	0	0	No	0	"
Subtotal Technical Meetings				0	**Subtotal PM Meetings**	0	
Progress Meetings (if required by FDOT)	EA	0	0	0	**	--	** Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3
Phase Review Meetings	EA	0	0	0	**	--	** Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3
Total Meetings			Carries to 27.32=	0	*Total PM Mtgs (carries to Tab 3)=*	0	

EXHIBIT B

RFP No. 22-242: Professional Engineering Services for Roads and Drainage HDR Engineering, Inc. Exhibit B

Classification	Range of Direct Labor Rates		Range of Hourly Billing Rates	
	From	To	From	To
Project Manager	$86	$99	$272	$313
Chief Engineer	$99	$114	$313	$361
Senior Engineer	$77	$89	$244	$282
Project Engineer	$61	$71	$193	$225
Engineer	$44	$51	$140	$162
Chief Designer	$68	$79	$215	$250
Senior Designer	$49	$57	$155	$181
CADD Technician	$33	$38	$105	$121
Engineering Intern	$36	$42	$114	$133
Chief Planner	$98	$113	$310	$357
Senior Planner	$62	$72	$196	$228
Planner	$38	$44	$121	$140
Chief Scientist	$62	$72	$196	$228
Environmental Specialist	$33	$38	$105	$121
GIS Analyst	$54	$63	$171	$200
Utility Coordinator	$39	$45	$124	$143
Administrative Assistant	$32	$37	$102	$117

HDR Labor Multiplier Calculation

Direct Labor	1.0000
Overhead (less FCCM and Direct Expenses)	1.5488
SUBTOTAL	**2.5488**
Operating Margin (22%)	0.5607
Direct Expenses	0.0496
TOTAL MULTIPLIER	**3.1591**

Fran McAskill
Director
Procurement Division

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

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1.	Subcontractor Services	Actual Costs
2.	Travel & Mileage Expenses	In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).
3.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs

Agenda Item N.1. 6/2/2026

SUBJECT

Public Hearing (LDCD-2026-2 Avenue Q Autobody Sub-District) (Adoption Hearing) to consider the adoption of a Sub-District Map change from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2) on approximately one (1) +/- acre.

DESCRIPTION

This is an applicant-initiated request for property located at 1453 42nd Street NW, south of Avenue Q NW, west of 42nd Street NW, east of Recker Highway (SR 655), south of Auburndale, west of Winter Haven in Section 14, Township 28, Range 25. State law requires one Planning Commission hearing, which was held on May 6, 2026, with a recommendation for approval (Vote 7:0).

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Erik Peterson, AICP

Planning Administrator

Land Development Division

(863) 534-6470

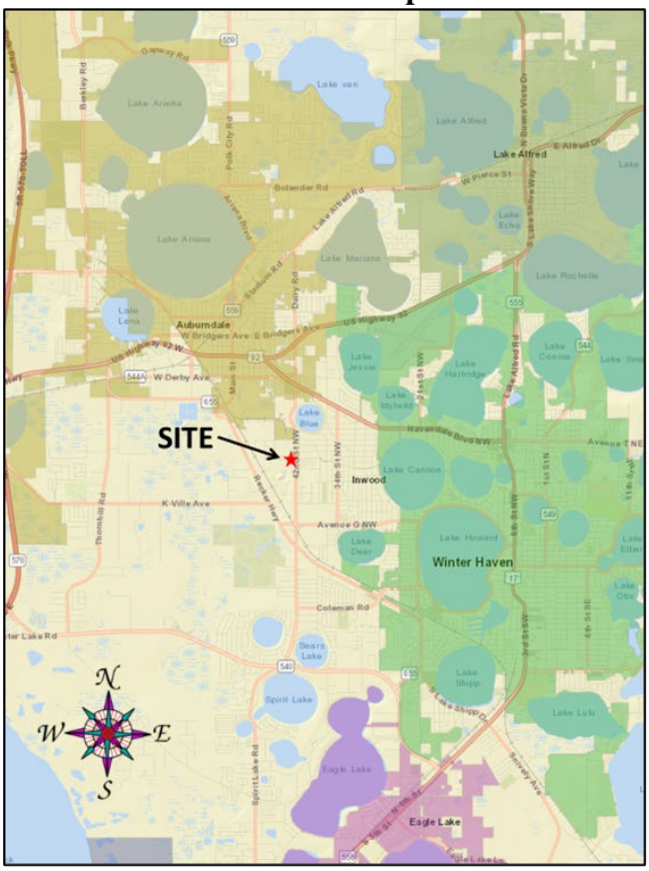
erikpeterson@polkfl.gov <mailto:erikpeterson@polkfl.gov>

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	March 16, 2026	**Level of Review:**	Level 4 Review
PC Date:	May 6, 2026	**Type:**	LDC Subdistrict Change
BoCC Date:	June 2, 2026	**Case Numbers:**	**LDCD-2026-2**
		Case Name:	Avenue Q Autobody
Applicant:	Luis De Leon	**Case Planner:**	Erik Peterson, AICP

Request:	Land Development Code Subdistrict Map change from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2) on approximately one (1) acre.
Location:	1453 42nd Street NW, south of Avenue Q NW, west of 42nd Street NW, east of Recker Highway (SR 655), south of Auburndale, west of Winter Haven in Section 14, Township 28, Range 25.
Property Owners:	Jonathan Morales Diaz
Parcel Size (Number):	±0.99 acres (252814-000000-022020)
Future Land Use:	Business Park Center-1 (BPC-1)
Development Area:	Urban Growth Area (UGA)
Nearest Municipality:	City of Auburndale (±1,000 feet)
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 7:0

Location Map



2025 Satellite Photo



Summary:

The property was approved for vehicle repair back in the 1980s under C-4 (Highway Commercial) zoning. Jonathan Diaz purchased what he thought was a business site that was approved for repairing vehicles because he had seen many vehicles stored onsite and some in a state of repair. He recently discovered the vehicle repair business had ceased many years prior and the property was designated Business Park Center-1 (BPC-1) under the Land Development Code (LDC). BPC-1 does not permit mechanical or autobody repair, but Business Park Center-2 (BPC-2) does. County approval of BPC-2 will return the former business rights to the property that were lost in 2016 when the grandfather rights of the former vehicle repair shop expired after being dormant for two years. The city of Auburndale provides potable water to the site. It is bordered by 42nd Street which is an urban collector, and Avenue Q NW, a local commercial road west of 42nd Street.

The site is served by a complete level of urban services with the exception of public wastewater collection and sidewalks. There are no significant environmental limitations onsite, but opposite Avenue Q is a ±27-acre state-owned property under management of the Florida Fish & Wildlife Conservation Commission (FWC) and it is designated BPC-2.

The subject property abuts two residences to the west that are also designated BPC-1. Among the differences between the current BPC-1 district and the requested BPC-2 district listed in Table 10 and Exhibit 5 of this report is the introduction of outdoor storage and vehicle repair. Outdoor storage is required to be less than 50% of onsite structures and screened from offsite view. Vehicle repair is required to be conducted within enclosed structures. Additionally, Section 220 of the LDC requires structures and outdoor storage to be set back to a minimum of 50 feet from offsite residences in non-residential districts.

Staff recommends approval because it is consistent with the Comprehensive Plan POLICY 2.113-B4, which directs commercial activities within the Future Land Use Map district to be "*conducted within enclosed structures with the exception of loading and unloading of transport and distribution vehicles. Outdoor storage shall be screened from off-site view and significantly limited in respect to the floor area provided within enclosed structures.*" The activities onsite will be conducted within enclosed structures, and their outdoor storage will be required to be screened from offsite view.

Findings of Fact

- *The request is for an amendment to the Land Development Code (LDC) Sub-district Map from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2) on ±0.99 acres, located at 1453 42nd Street NW, south of Avenue Q NW, west of 42nd Street NW, east of Recker Highway (SR 655), south of Auburndale, west of Winter Haven in Section 14, Township 28, Range 25.*

- *The site is located in the Urban Growth Area (UGA), which is the area "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," according to POLICY 2.105-A1 of the Comprehensive Plan.*

- *The Future Land Use Map designation of the site has been Business Park Center (BPC-1) since the adoption of the Land Development Code. Prior to the adoption of the code, it was zoned for Heavy Commercial (C-4).*

- *The site has been used for vehicle repair in the past, according to aerial photos, and Florida Department of State Division of Corporations business records.*

- *Differences in uses allowed between BPC-1 and BPC-2 include outdoor storage and vehicle maintenance uses in BPC-2 versus multifamily in BPC-1* *(See page 13 and Exhibit 5).*

- *The neighboring land uses to the west are self-storage and single-family residential. To the south is a concrete and asphalt plant. To the east is a convenience store, restaurant, and vehicle sales. To the north is a nature preserve under state management.*

- *The site abuts Business Park Center-2 (BPC-2) district to the north. The site abuts Business Park Center-1 (BPC-1) districts to the west and south. Property is Linear Commercial Corridor (LCC) to the east.*

- *The closest schools are Inwood Elementary, Westwood Middle School, and Auburndale High School.*
- *Fire and ambulance response to this site is from the Fire Station #5 approximately 1.6 miles driving distance from the site.*
- *The nearest Sheriff's substation is nearby (±1.1 miles) on Avenue G next to Westwood Middle School.*
- *The city of Auburndale provides potable water service to the site. Capacity is available and lines are in the right-of-way of Avenue Q and 42nd Street.*

- *The property has ±153 feet of direct roadway frontage on Avenue Q (local commercial) and ±281 feet of direct roadway frontage on 42nd Street (urban collector).*
- *According to the Transportation Planning Organization, there is adequate capacity on Avenue G (CR 542), Spirit Lake Road, Havendale Boulevard (SR 544), and Recker Highway (SR 655). All other roads in the area have such low traffic volumes that they are not tracked, including 42nd Street.*
- *The closest park facilities are Westwood Park (±0.7 miles) and Simmers-Young Regional Park (±1.7 miles).*
- *The closest surface water is Lake Blue to the north of the site, but drainage flows through controlled structures and treated before discharge into Lake Cannon to the east.*
- *There are no wetlands or flood hazard areas on or near the site.*
- *The site has soils rated for only slight limitations for commercial development, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey.*
- *According to Polk County Endangered Habitat Maps, the proposed district change is not located within a one-mile radius of an endangered species sighting. (Source: Florida Fish and Wildlife Conservation Commission (FWC) 2015-2021).*
- *The site is within the flight path but not height restriction buffer zones of a public use airport.*

Development Review Committee (DRC)

Based upon the information provided by the applicant and a recent site visit, the DRC finds that with the recommended conditions the request **IS COMPATIBLE** with the surrounding land uses and general character of the area, **IS CONSISTENT** with the Comprehensive Plan and the Land Development Code, and therefore, the DRC recommends **APPROVAL of LDCD-2026-2.**

Planning Commission Recommendation:

*At an advertised public hearing on May 6, 2026, the Planning Commission reviewed the Sub-district change request and **voted 7-0** to recommend **APPROVAL** to the Board of County Commissioners.*

Surrounding Land Use Designations and Current Land Use Activity

The following table provides a reference point for notable and pertinent Future Land Use Map districts and existing land uses upon them.

Table 1

Northwest: Business Park Center -2 (BPC-2) Wildlife protection area	**North:** BPC-2 Wildlife protection area	**Northeast:** Linear Commercial Corridor (LCC) Quick serve restaurant and personal services
West: Business Park Center -1 (BPC-1) Self-Storage Residential (Brierwood Subdivision)	**Subject Property:** ±1 acre BPC-1 4,000 square foot automotive repair garage.	**East:** LCC Convenience Store
Southwest: BPC-1, BPC-2 Concrete and asphalt production facility	**South:** BPC-1, BPC-2 Concrete and asphalt production facility	**Southeast:** LCC Automotive Dealer

The majority of the land uses that surrounds the property is BPC-1. This district allows warehousing and distribution facilities. There are some BPC-2 districts nearby. One is underutilized and will likely remain a wildlife protection area under the Florida Fish and Wildlife Conservation Commission (FWC). The other is over utilized. It is a heavy industrial use that is not consistent with the BPC districts but is a legally non-conforming (grandfathered) use. On the east side of 42nd Street there are various commercial uses and some vacant land.

Compatibility with Environment, Infrastructure and Surrounding Land Uses:

This proposed change from BPC-1 to BPC-2 is both compatible with the majority of land uses in the area and infrastructure needed to support development of all potential BPC-2 uses. While there are a few single-family residences to the west, they are designated BPC-1 and considered legally non-conforming. The predominant land uses in the immediate are commercial and industrial in nature.

A. Land Uses:

The current use of the property has been utilized for automotive repair off and on since 1983. The property was zoned Heavy Commercial (C-4) from 1971 to 2000. There is a lot of outdoor storage that has occurred over the years. The abutting residential subdivision to the west was platted in 1964. The wildlife management area to the north has remained untouched since 1941, according to aerial photos. The asphalt and concrete plants to the southwest have been in operation since at least 1964, according to aerial photos. It appears in the 1964 aerial photos along with three homes in the Brierwood Subdivision. Commercial uses have existed opposite 42nd Street since the 1960s. The convenience store was constructed in 1966. 42nd Street has been a major thoroughfare since Inwood began as a development in 1925. Enabling more BPC-2 uses on the property will not create any greater incompatibility with the neighboring subdivision than currently exists. The existing structure is abutting two residences and has been for over 40 years. The outdoor storage activities abut a self storge warehouse that was constructed on two of the lots in the residential subdivision in 1987.

The LDC defines compatibility as "*A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.*"

B. Infrastructure:

Most elements of urban infrastructure and services are available to this site. The two exclusions are public wastewater service and pedestrian facilities. The site has direct access to an urban collector road, a bus stop, potable water, a comprehensive drainage network, overlapping fire rescue services in less than three miles of travel, nearby Sheriff substation, parks and schools a short distance away.

C. Environmental:

Although there is a protected area to the north on property managed by the Florida Fish and Wildlife Conservation Commission (FWC), there are no known environmental limitations on this property. No wetlands or floodplains on or near the property. Stormwater is managed by the County through an urban drainage network where storm sewer is treated for contaminants before it is discharged into the Chain of Lakes. Soils are well drained. There are no reports of archeological sites in the area. It is a significant distance from the nearest public use well. The site is in the flight path of Winter Haven Airport, but far enough away to not be of concern.

Nearest and Zoned Elementary, Middle, and High School

Removing the possibility of a residential component on the property eliminates the need for educational facilities to support the district. Additionally, there are no public schools within proximity to the site. Therefore, commercial traffic conflicting with school operations is minimized.

Table 2

Name of School	Average driving distance from subject site
Inwood Elementary	±1¼ miles driving distance
Westwood Middle School	<1 mile driving distance
Auburndale High School	±2.75 miles driving distance

Source: GIS

Changing the LDC sub-district from BPC-1 to BPC-2 is more consistent with existing use of the property. There are no public schools within three miles of the site. This site would not be a good

location for residential development. It is too small and lacks wastewater connections to support multifamily.

Nearest Sheriff, Fire, and EMS Station

Fire and ambulance responses to this site are from the Fire Station #5 just over a mile and a half away at the entrance to Simmers-Young Park. There is a fire hydrant on Avenue Q within 400 feet of the onsite automotive repair structure. The Sheriff's Central Command substation is also nearby on Avenue G next to Westwood Middle School.

Table 3

	Name of Station	Distance	Response Time*
Sheriff	Polk County Sheriff Central Substation (3635 Avenue G)	±1.1 miles	7 minutes
Fire	Polk County Fire Station #5 333 American Spirit Road	±1.6 miles	6 minutes
EMS	Polk County Fire Station #5 333 American Spirit Road	±1.6 miles	6 minutes

Source: Polk County Sheriff's Office and Public Safety

**Response times are based on when the station receives the call, not from when the call is made to 911.*

Polk County also has a fire station at 310 3rd Street in Auburndale that can back up this area from just under two miles away and reciprocal agreements with Winter Haven and Auburndale for overlapping coverage.

Water and Wastewater Demand and Capacity:

The City of Auburndale provides potable water to the site. There is no wastewater available and it is not likely to be in the future. Onsite septic is ample for the automotive repair business. The current use does not consume much water and there is ample supply since Auburndale is a member of the Polk Regional Water Cooperative (PRWC).

A. Estimated Demand:

Warehousing and office park development can be conducted in either BPC-1 or BPC-2. The difference is the ability to store goods and materials in the open and maintain vehicles in lieu of multifamily development at 15 dwellings per acre. Both warehousing and office parks have similar water and wastewater demands at 0.24 gallons per day (GPD) which, if maximized, could result in a significant amount of water and wastewater demand. The difference between the two categories can only be brought out in the potential for multifamily, which is forgone with the change to BPC-2. In reality, vehicle maintenance and outdoor storage do not result in a significant amount of water or wastewater usage. The table to follow provides a comparison between multifamily development and the maximum amount of automobile service possible on this site.

Table 4

Subject Property	Estimated Impact Analysis		
1± acre BPC-1	**Potential Demand as BPC-1**	**Potential Demand as BPC-2**	**Percentage increase**
Permitted Use	15 unit per acre Multifamily (15 units)	Automobile Service 32,670 SF	
Potable Water Consumption (GPD)	2,970	8,168	*275%*
Wastewater Generation (GPD)	2,700	6,534	*242%*

Source: Polk County Utilities Administration Manua: Multifamily=198 gpd water/unit, 180 wastewater/unit. Auto Repair = 250 gpd/1000SF water, 200gpd/1000SF wastewater

The current automotive repair business onsite is in a 4,000 square foot structure. The potential water and wastewater use is 1,000 GPD of water and 800 GPD of wastewater. The site is connected to public water from the city of Auburndale but uses an onsite septic tank to serve restrooms in the building.

B. Available Capacity:

It takes three separate water production facilities to provide enough water for the entire utility service area of Auburndale. The system consists of seven (7) deep production wells that draw water from the Floridian Aquifer. These facilities use a forced air degasification system to remove hydrogen sulfides prior to the addition of chlorine for disinfection. These facilities distribute more than 1.6 billion gallons of water to customers annually. Auburndale is also a member of the Polk Regional Water Cooperative (PRWC). An interconnect is planned for Derby Avenue between Jersey Road and Charlotte Street.

C. Planned Improvements:

There are no system improvements needed to serve this vehicle maintenance and storage development. It is currently connected to the system. Wastewater service is not feasibly available to this site even under the maximum possible expansion.

Roadways/ Transportation Network

There is a high volume of traffic on the area roadways, but the existing use is contributing very little to it despite not having the proper district designation. This proposed correction from BPC-1 to BPC-2 will have limited impact on the transportation system. Avenue Q is a local commercial road and 42nd Street is an urban collector. There is a mass transit stop on Avenue Q in front of the site that connects to both Auburndale and Winter Haven downtown. The greatest weakness in the transportation system is the lack of sidewalks.

A. Estimated Demand:

Warehousing can be conducted in either BPC-1 or BPC-2. The difference is the ability to store goods and materials in the open and maintain vehicles in lieu of multifamily development at 15 dwellings per acre. The Institute of Traffic Engineers (ITE) provides an estimate of 16.6 trips per 1,000 square feet of automobile service for average annual daily trips (AADT) and 2.06 trips during the peak hour of the day but with a passerby reduction of 76%. Multifamily can generate 4.46 trips per dwelling AADT and 0.38 per unit during peak hours. With only one (1) acre, the vehicle trip potential is low. If developed for multifamily, only 15 dwelling units could be the maximum result. While BPC-1 allows multifamily, the ability to do vehicle maintenance opens up

the potential for more activity onsite. The floor area ratio (FAR) is 0.75 in both BPC-1 and BPC-2. The following table compares the extremes of either.

Table 5

Subject Property	**Estimated Impact Analysis**		
1± acre BPC-1	**Potential Demand as BPC-1**	**Potential Demand as BPC-2**	**Percentage increase**
Permitted Use	15 unit per acre Multifamily (15 units)	Automobile Service 32,670 SF	
Average Annual Daily Trips (AADT)	67	543	*209%*
PM Peak Hour Trips	6	52	*316%*

Source: Institute of Traffic Engineers (ITE) 12th Edition – Automobile Service 16.6 AADT/1000SF, 2.06 PM peak/1000SF @ 76% new Multifamily 4.46 AADT/unit, 0.38 PM peak/1000SF @ 100% new

The current auto repair establishment onsite is 4,000 square feet and generates very little traffic on the system. ITE estimates it to generate 67 average annual daily trips and up to four (4) trips during the PM peak hour. ITE estimates that 61% of the trips are exiting the site at peak.

B. Available Capacity:

Neither Avenue Q nor 42nd Street are tracked for concurrency in the Transportation Planning Organizations (TPO) Roadway Network Database. The closest monitored roadways are County Road 542 (Avenue G) and State Road 544 (Havendale Boulevard). Spirit Lake Road is tracked up to Avenue G where it becomes 42nd Street. It is likely that the majority of the traffic going north or south on Spirit Lake Roads is using 42nd Street given the traffic numbers on Avenue G and Recker Highway. The only difference is that 42nd Street is two lanes whereas Spirit Lake Road is four lanes between Recker Highway and State Road 540.

Table 6

Link #	**Road Name**	**Current Level of Service (LOS)**	**Available PM Peak Hour Capacity**	**Minimum LOS Standard**
4175N	Spirit Lake Road (*becomes 42nd Street*) From: SR 540 To: CR 542 (Avenue G)	C	1,068	D
4175S	Spirit Lake Road (*becomes 42nd Street*) From: CR 542 (Avenue G) To: SR 540	C	1,038	D
4046E	CR 542 (Avenue G) From: SR 655 (Recker Highway) To: Lake Howard Drive	C	273	D
4046W	CR 542 (Avenue G) From: Lake Howard Drive To: SR 655 (Recker Highway)	C	252	D
6500E	SR 544 (Havendale Boulevard) From: US 92 Street To: 26th	C	1,542	D
6500W	SR 544 (Havendale Boulevard) From: 26th Street To: US 92	C	1,503	D
7103N	SR 655 (Recker Highway) From: CR 542 (Avenue G) To: Orangewood Avenue	C	135	D
7103S	SR 655 (Recker Highway) From: Orangewood Avenue To: CR 542 (Avenue G)	C	104	D

Source: Polk County Transportation Planning Organization, Concurrency Roadway Network Database April 13, 2026

The Florida Department of Transportation (FDOT) estimated that as of 2025 an average of 15,200 vehicles traveled Spirit Lake Road every day. FDOT estimates that Avenue G is averaging 12,200 vehicles per day. Recker Highway south of 42nd Street is 18,100 vehicles per day. Havendale Boulevard averages 29,000 vehicles per day.

C. Roadway Conditions:

Avenue Q was resurfaced in 2012 and remains in above average condition. 42nd Street was resurfaced in 2016 and is in excellent condition. The driveway access to the site at 42nd Street has a 50-foot radius but is in substandard condition. There is no access on Avenue Q. If new structures or access is added to the site in the future, driveway improvements will be required.

D. Sidewalks

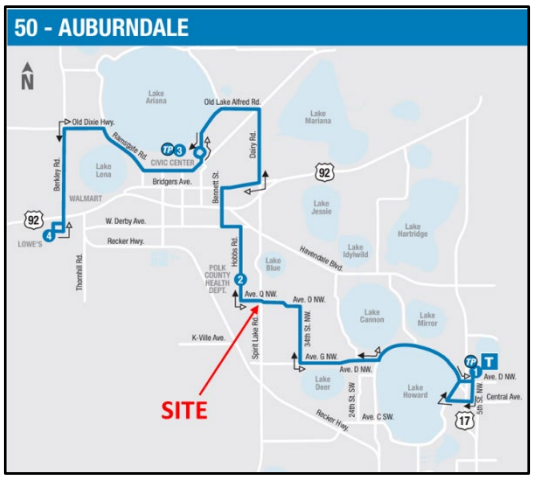
The sidewalk network is weak in this more industrial area of Inwood. There are no sidewalks on either side of 42nd Street or Avenue Q. The closest sidewalk network begins over ½ mile to the east at 34th Street. Priorities have been focused on streets near Westwood Middle and Inwood Elementary Schools. Since this site is currently developed, there are no sidewalk improvements required.

E. Planned Improvements:

The only project in the current 5-year Community Investment Program (CIP) is replacement of the signal lights and intersection lane improvements at 42nd Street and Avenue G to the south. There are no improvements necessary to the surrounding roadway network to enable the development of this site for commercial use. There are drainage improvements necessary in the immediate area.

F. Mass Transit

There is a mass tranit stop (Route 50) that stops in fron of the subject prpoty on Avenue Q. It runs nine times on weekdays and twice Saturdays between transfer stations in downtown Auburndale and Winter Haven. Headways vary.



Park Facilities:

The closest park facilities are Westwood Park and Simmers-Young Regional Park. Without the possibility of a residential component, there is no demand created for park facilities in BPC-2 whereas there are in BPC-1

A. Location:

Westwood Park is located at 1145 36th Street NW which is ±0.7 miles driving distance from the site. The entrance to the Simmers-Young Regional Park is located at 339 American Spirit Road which is ±1.7 miles driving distance from the site.

B. Services:

Westwood Park features a playground with swings, slides and climbing areas. You will also find a paved walking path with exercise stations, picnic tables and picnic shelters. Additionally, there are restrooms and multi-purpose fields. Simmers-Young Park is a recreational park with 10 multi-

purpose fields, baseball and softball and league play. There also are picnic facilities, a fishing pond, dog park, playground, restrooms, picnic tables and picnic shelters.

C. Multi-use Trails:

The closest multiuse trail is located in north Auburndale. It is the Van Fleet Trail that is 29.2 miles long and has a paved surface eight feet wide. It extends from Auburndale into Lake County.

D. Environmental Lands:

The opposite side of Avenue Q is part of the Lake Wales Ridge Wildlife and Environmental Area. It consists of eleven separate sites located in the middle of the County extending from the center to the south end of the Lake Wales Ridge. It contains excellent examples of rosemary scrub, oak scrub, scrubby flatwoods, sandhill, and cutthroat seep. An extremely high concentration of more than 30 listed plant and animal species is present, including at least twelve Federally endangered species.

E. Planned Improvements:

There are no recreational improvements scheduled for this quadrant of the County at this time.

Environmental Conditions

There are no known environmental limitations on this property. No wetlands or floodplains on or near the property. Stormwater is managed by the County through an urban drainage network designed to protect waterbodies. Soils are well-drained. There are no known protected species onsite, but there may be to the north on property managed by the Florida Fish and Wildlife Conservation Commission (FWC). There are no reports of archeological sites in the area. It is a significant distance from the nearest public use well. The site is in the path of Winter Haven Airport, but far enough away to not be of concern.

A. Surface Water:

This site ranges in elevation between 155 and 156 feet above mean seal level (MSL). The site drains into a swale system on Avenue Q and 42nd Street where there is a storm grate which pipes runoff to the east into a larger capacity system that parallels Inman Drive (148' MSL) which funnels area drainage through subsurface storm pipes to Lake Cannon at an average elevation of 129.5' MSL. The stormwater is treated with alum to neutralize nitrate levels in a partially subsurface facility located at the intersection of 26th Street and Avenue O just before discharge into the lake. Lake Cannon is approximately 332 acres in size and is part of the Winter Haven Chain of Lakes that connects to the Peace River which flows to Charlotte Harbor and out to the Gulf.

B. Wetlands/Floodplains:

There are no flood zones or wetlands on or near the site. The closest forms along Inman Drive over a quarter mile to the east. The base flood elevation is 150.7 feet MSL and the subject site is 155 feet MSL. The closest real wetland systems are associated with Lakes Cannon and Blue. Lake Blue is over a half mile away and Lake Cannon is over a mile away. There is an arbitrary wetland system around the former County landfill at 38th Street and Avenue M.

C. Soils:

The site has well-suited soils for development, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey. Tavares is a suitable soil for most development applications and Candler is ideal for being will drained and malleable.

Table 8

Soil Name	Septic Tank Absorption Field Limitations	Small Commercial Buildings	% of Site *(approximate)*
Tavares Fine Sand	Moderate: wetness	Slight	60%
Candler Fine Sand	Slight	Slight	40%

Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service

D. Protected Species

According to Polk County Endangered Habitat Maps, the proposed district change is not located within a one-mile radius of an endangered species sighting. (Source: Florida Fish and Wildlife Conservation Commission (FWC) 2015-2021). However, the ±27-acre property opposite Avenue Q is owned by the state and managed by FWC. It is listed as Archbold Scrub habitat.

E. Archeological Resources:

According to the Florida Department of State, Division of Historical Resources, there are no archeological sites listed in the Florida Master Site File for Section 14, Township 28, Range 25.

F. Wells (Public/Private)

The site is over a mile from the closest public use wellhead or 10-year hydraulic travel time of any public potable water well. This lessens any concerns for potential groundwater contamination that may result from outside storage.

G. Airports:

The site is directly within the flight path but not within the height restriction buffer zones of the Winter Haven Airport, a public use airport. It is within 1.4 miles of the runway. However, these are the types of uses that are most appropriate in airport areas rather than multifamily developments. BPC-2 allows for outdoor storage but not multifamily as BPC-1 does.

Economic Factors:

The primary use of the property has been automotive repair in the past. Commercial vehicle maintenance and outdoor storage are a major component of the past uses of the property. The essential difference between BPC-1 and BPC-2 is that BPC-1 is where a mixture of office uses, and multifamily living comes together to form the quintessential corporate office park. BPC-2 is more geared towards light-industrial uses. Therefore, it enables outdoor storage of materials and products along with vehicle maintenance uses. The applicant is forgoing the ability to do multifamily in turn for the rights to external storage and equipment maintenance. Much of the existing development in the area is warehouse, light industrial, and vehicle maintenance. This request will not result in a change that could harm the local economic structure.

Consistency with the Comprehensive Plan, LDC, and Other County Ordinances:

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 2.105 – Urban Growth Area (UGA) policies
- Section 2.113 – Business Park Center

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 request is for a Subdistrict Map change from a BPC-1 to a BPC-2 district which can enable slightly more intensive use of the land without overburdening the cost of public services. The uses are similar to the ones that line Recker Highway to the west and within the City of Auburndale to the north.
POLICY 2.102-A2: COMPATIBILITY - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.	This site abuts two residences to the west that are also designated BPC-1. Among the differences between the current BPC-1 district and the requested BPC-2 district is the introduction of outdoor storage and vehicle repair. Outdoor storage is required to be less than 50% of onsite structures and screed from offsite view. Vehicle repair is required to be conducted within enclosed structures. Additionally, Section 220 of the Land Development Code (LDC) requires structures and outdoor storage to be set back to a minimum of 50 feet from offsite residences in non-residential districts.
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.	Most elements of urban infrastructure and services are available to this site. The two exclusions are public wastewater service and pedestrian facilities. The site has direct access to an urban collector road, a bus stop, potable water, comprehensive drainage network, overlapping fire rescue services in less than three miles of travel, nearby Sheriff substation, parks and schools a short distance away.
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.	Changing from BPC-1 to BPC-2 is not an issue of timing. Both subdistricts require the same levels of infrastructure and services.
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).	Fire and ambulance response to this site is from the Fire Station #5 just over a mile and a half away. There is a fire hydrant on Avenue Q within 400 feet of the onsite automotive repair structure. The Sheriff's Central Command substation is also nearby on Avenue G next to Westwood Middle School.

The site is located in the Urban Growth Area (UGA), which is the area "*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*" according to POLICY 2.105-A1 of the Comprehensive Plan. This site is near all of

the necessary infrastructure and services mentioned in the policy. The current use on the property is not connected to central wastewater treatment because it was not available in the area when it was originally constructed in 1983.

The Business Park Center Future Land Use Map designation is a broad multiuse district. For that reason, BPC was separated into two sub-categories in the LDC. POLICY 2.113-B-1 of the Comprehensive Plan illustrates the dynamics of the BPC district in the statement of characteristics: "*Business-Park Centers are intended to promote employment opportunities within the region by allowing for the establishment of office parks, research and development parks, areas for light-industrial facilities, distribution centers, and mixed-use employment parks. Business-Park Centers are intended for land use activities that are conducted entirely within enclosed structures with the exception of loading and un-loading. These centers are not intended to accommodate major commercial or other similar high-traffic producing facilities. However, these centers often contain other minor commercial facilities, and wholesale facilities, within the Business-Park Center to support the businesses located there*."

The LDC separates the BPC Future Land Use Map designation into two categories, BPC-1, which is all enclosed operation and more attuned to office parks, and BPC-2, which allows for outdoor storage and heavy commercial activities to implement the Comprehensive Plan POLICY 2.113-B-4. The following table provides a summary of the differences in standards between the two LDC subdistricts.

Table 10

	Standard Comparison	
Standard	**BPC-1**	**BPC-2**
Different Land Uses	Corporate Office Park, Enclosed Light Manufacturing, Warehousing and Distribution, Multifamily	Enclosed Light Manufacturing, Warehousing and Distribution, Outdoor Storage, Heavy Commercial
Density	10-15 dwelling/acre	Not permitted
Minimum Lot Size	No minimum	No minimum
ROW Setbacks	30 feet from Local Roads	30 feet from Local Roads
Interior Side	20' Primary, 20' Accessory	20' Primary, 20' Accessory
Interior Rear	20' Primary, 20' Accessory	20' Primary, 20' Accessory
Height Limit	75 feet	100 feet
Prohibited Uses	Outdoor Storage, Vehicle Repair	Residential

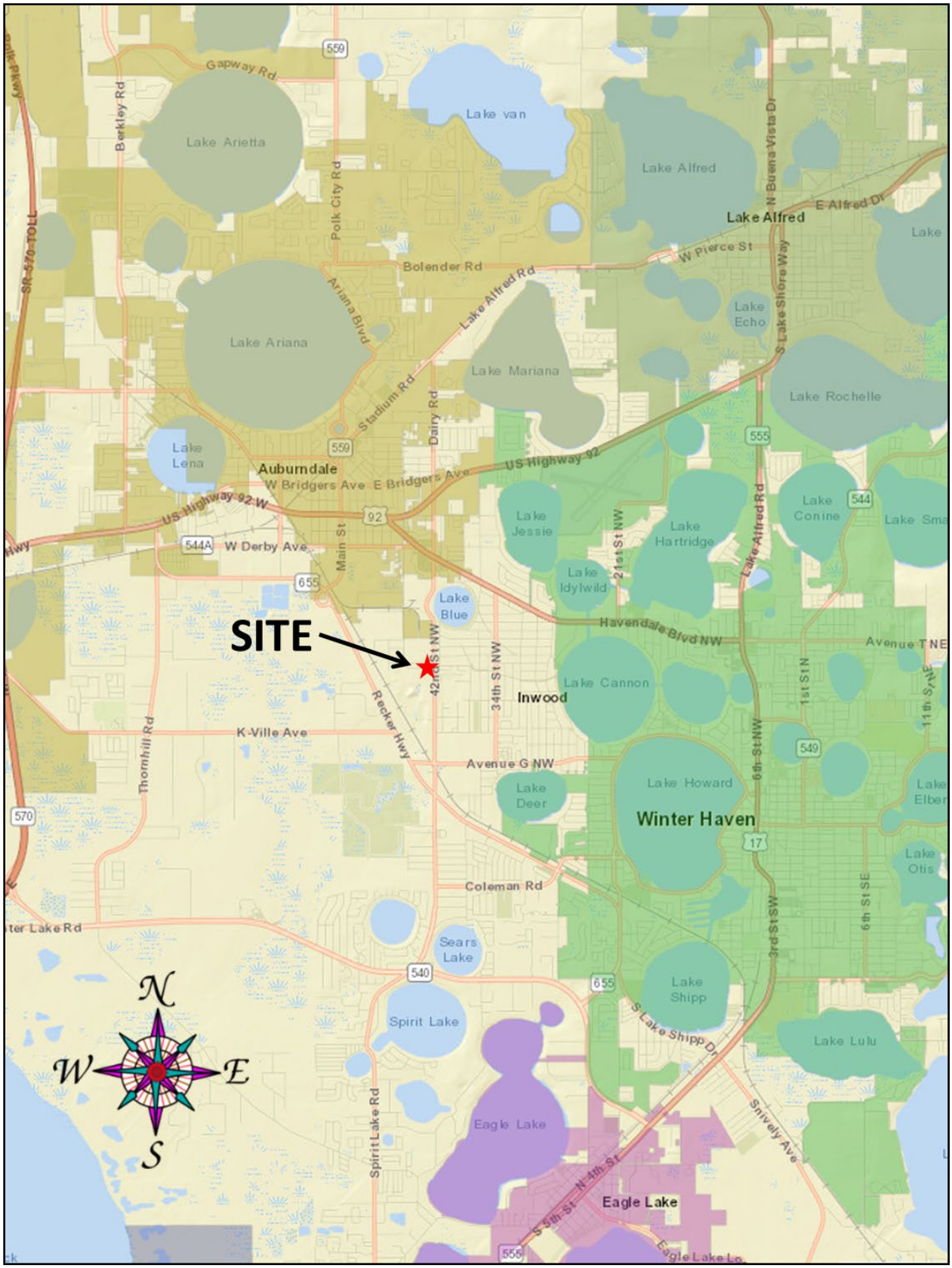
Although outdoor storage is permitted in BPC-2, it is for only finished goods and must be screened from offsite view. Multifamily requires Planning Commission in BPC-1. The site dimensional standards are identical between the sub-districts. The separation between the two is in land use activities.

Section 220 of the Land Development Code requires additional separations for commercial properties that abut residential districts and residential land uses. These include a 50-foot setback from all residential land use districts or an existing residence for commercial buildings, dumpsters, outdoor sales, storage or display, air conditioning units, loading facilities/structures, drive-thru, grease traps, wastewater lift stations, and gasoline pump islands. There is an existing residence in the current BPC-1 district that abuts the site to the west. It is approximately 40 from the property line. This will require a minimum of 10 feet of separation for the facilities regulated by Section 220.

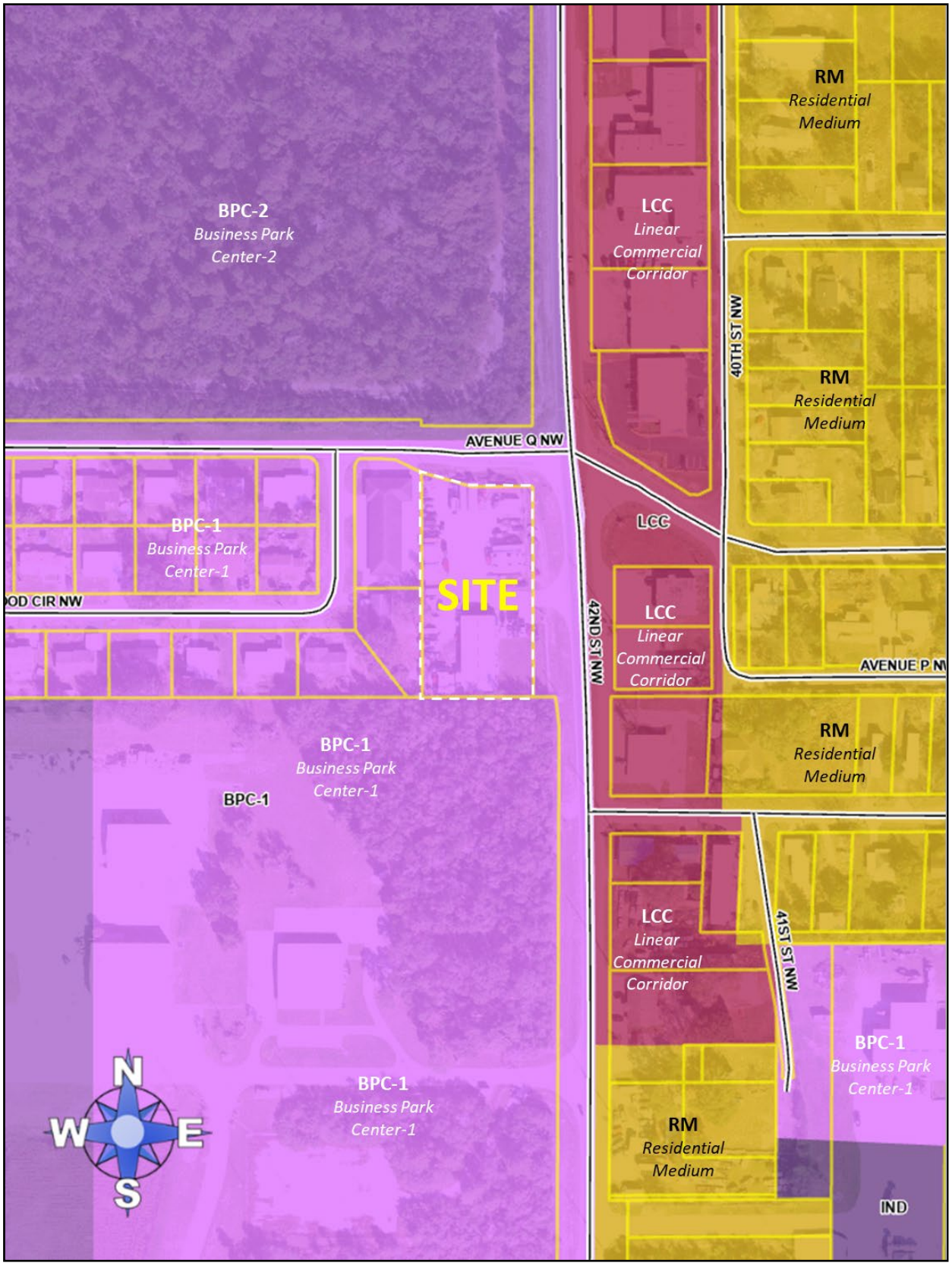
Comments from other Agencies: None.

Exhibits:

Exhibit – 1 Location Map
Exhibit – 2 Future Land Use Map
Exhibit – 3 2023 Satellite Photo (Context)
Exhibit – 4 2023 Satellite Photo (Close-up)
Exhibit – 5 District Use Comparison Table



Location Map



Future Land Use Map



2025 Satellite Photo (Context)



2023 Aerial Photo (Close Up)

Exhibit 5

Comparison of Permitted and Conditional Uses*

District	Permitted Uses	Administrative Review	Public Hearing(s) Required
BPC-1 *Business Park Center-1*	Government Facility Office or Office Park Personal Services Printing and Publishing Research & Development Production Studio Transit Facility Warehousing and Distribution	Alcohol Package Sales Bar, Lounge, or Tavern Bed and Breakfast Community Center Monopole Communication Tower Commercial Vehicle Parking Cultural Facility Financial Institution Drive-thru Financial Institution Gas Station Light Manufacturing Medical Marijuana Dispensaries Retail Nursery Retail 0-64,900 square feet Recreational Vehicle Storage All Restaurants Vocational School Self-storage facility	Agricultural Support Intensive Animal Farm **Multifamily** Guyed Communication Tower Power Plants Low Intensity (non-cert) Retail 65,000 square feet
BPC-2 *Business Park Center-1*	Agricultural Support Intensive Animal Farm Commercial Vehicle Parking Government Facility Light Manufacturing **Motor Freight Terminal** Office or Office Park Personal Services Printing and Publishing Research & Development **Retail, Outdoor Sales** Production Studio Transit, Commercial Transit Facility **Vehicle Repair** **Autobody Repair** Warehousing and Distribution	Farmworker Dormitory Alcohol Package Sales Bar, Lounge, or Tavern Bed and Breakfast Community Center Guyed Communication Tower Monopole Communication Tower Commercial Vehicle Parking Cultural Facility Financial Institution Drive-thru Financial Institution Gas Station **Heavy Machinery Sales & Service** **Dog Kennels** **Livestock Auction** Medical Marijuana Dispensaries Retail Nursery Retail 0-64,900 square feet Recreational Vehicle Storage All Restaurants Vehicle Recovery Vocational School Self-storage facility **Veterinary Service**	Power Plants Low Intensity (non-cert) **Power Plants High Intensity (non-cert)** Retail 65,000 square feet

**Uses with the same level of review in both categories not listed nor are agricultural and utility uses preempted by State Law Also excluded are uses impractical due to property size or location.*

ORDINANCE NO. 26-_____

AN ORDINANCE OF POLK COUNTY, FLORIDA ADOPTING **LDCD-2026-2**, AN AMENDMENT TO THE POLK COUNTY LAND DEVELOPMENT CODE SUB-DISTRICT MAP (ORDINANCE 01-69), AS AMENDED, MODIFYING THE DESIGNATION ON ONE (1+/-) ACRE FROM BUSINESS PARK CENTER-1 (BPC-1) TO BUSINESS PARK CENTER-2 (BPC-2), LOCATED AT 1453 42ND STREET NW, SOUTH OF AVENUE Q NW, WEST OF 42ND STREET NW, EAST OF RECKER HIGHWAY (SR 655), SOUTH OF AUBURNDALE, WEST OF WINTER HAVEN IN SECTION 14, TOWNSHIP 28, RANGE 25; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Local Government Comprehensive Plan and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt Land Development Regulations consistent with the Polk County Comprehensive Plan; and

WHEREAS, the Board of County Commissioners adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code; and

WHEREAS, the Board of County Commissioners adopted a Land Development Code Sub-district Map on September 26, 2001; and

WHEREAS, Chapter 9, Section 903 of the Land Development Code provides an approval process for amendment to the Land Development Code Sub-district Map; and

WHEREAS, pursuant to Section 163.3174 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 Sub-district Map Amendment on May 6, 2026; and

WHEREAS, pursuant to Section 125.66 of the Florida Statutes, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the proposed Land Development Code Sub-district Map Amendment June 2, 2026; and

WHEREAS, the Board of County Commissioners reviewed and considered all comments received during said public hearing, and provided for necessary revisions; and

NOW THEREFORE, BE IT ORDAINED by the Polk County Board of County Commissioners:

SECTION 1: FINDINGS The findings set forth in the recitals of this Ordinance are true and correct and hereby adopted. In addition, the Board hereby adopts and incorporates herein the staff report and makes the following findings based upon the staff report, testimony, and exhibits presented during the hearing:

a) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on May 6, 2026, to consider the LDC Sub-district map amendment contained within the Application and found it to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Sub-district Map Amendment contained within the Application.

b) Pursuant to Section 907D.10 of the LDC, the Board shall, in the review of the Application, consider the following factors:
    a. Whether the proposed development is consistent with all relevant requirements of the Code;
    b. Whether the proposed development is consistent with all applicable policies of the Comprehensive Plan;
    c. Whether the proposed use is compatible with surrounding uses and the general character of the area, including such factors as density, height, bulk, scale, intensity, traffic, noise, and appearance; and
    d. Any other matter which the BoCC may deem appropriate and relevant to the specific development proposal.

c) The Application is consistent with all relevant requirements of the Comprehensive Plan.

d) The Application is consistent with all relevant requirements of the LDC, including without limitation, Section 907.

e) The Application is compatible with surrounding uses and the general character of the area.

SECTION 2: AREA AMENDED.

Polk County Ordinance No. 01-69 as amended (the "Polk County Land Development Code Sub-district Map"), of Polk County Ordinance No. 00-09, as amended (the "Polk County Land Development Code") is hereby amended to reflect a change in the Sub-district of Parcels, legally described below and graphically depicted in Attachment "A" of this ordinance, from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2) as:

The east 230 feet of the south 373 feet of the southeast 1/4 of Section 14, Township 28, Range 25 including right-of-way to the centerline of the Avenue Q Northwest and 42nd Street Northwest identified in the public records of Polk County as Polk Property Appraiser's number 252814-000000-022020.

SECTION 3: SEVERABILITY.

If any portion of this Ordinance is for any reason held unconstitutional or otherwise invalid by a court of competent jurisdiction, such portion 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 4: EFFECTIVE DATE.

This Ordinance shall become effective upon filing of a certified copy of the Ordinance with the Department of State.

SECTION 5: FILING WITH THE DEPARTMENT OF STATE:

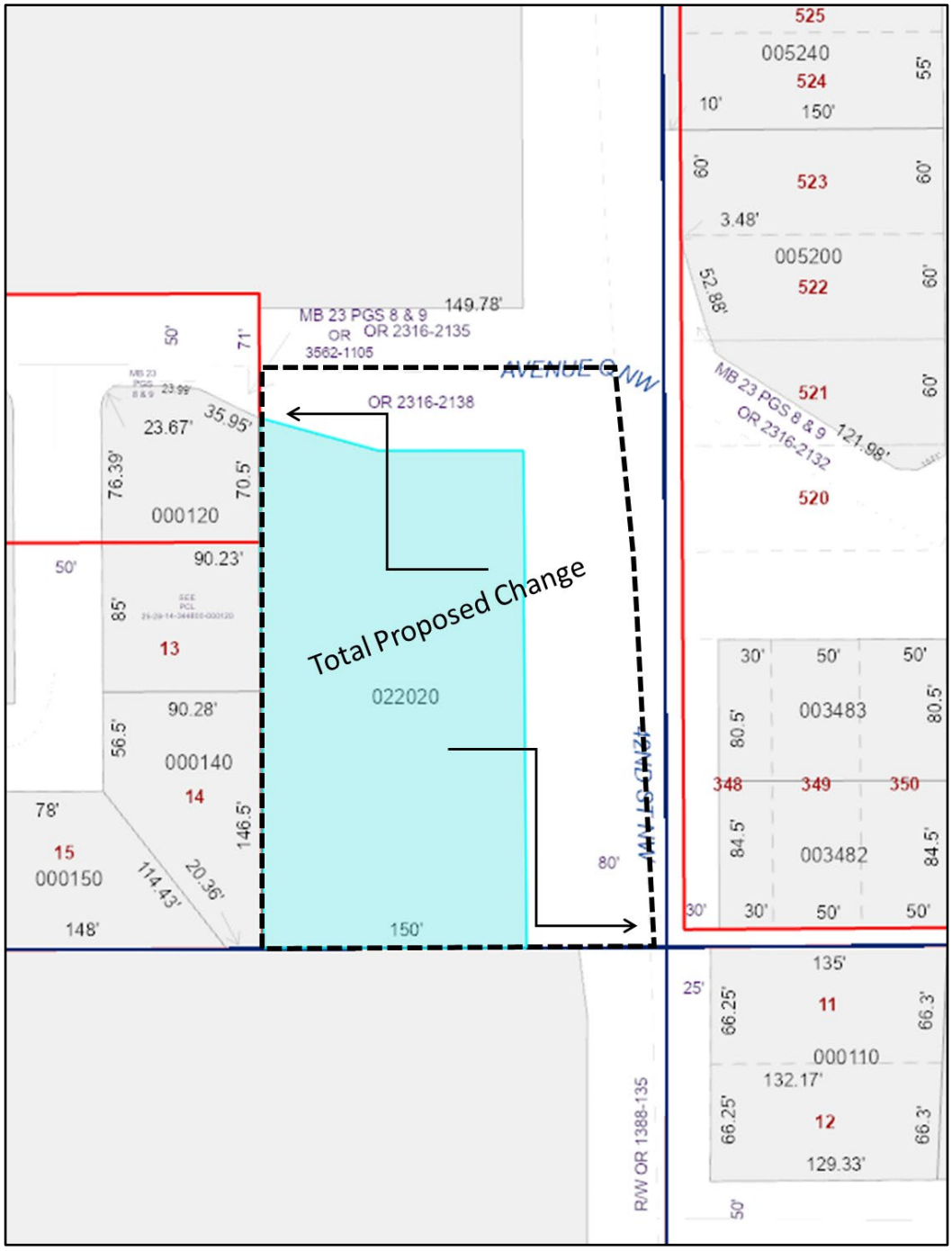
The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this 2nd day of June 2026.

LDCD-2026-2

Land Use: from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2) (1.0+/- acres)

Location: 1453 42nd Street NW, south of Avenue Q NW, west of 42nd Street NW, east of Recker Highway (SR 655), south of Auburndale, west of Winter Haven in Section 14, Township 28, Range 25.



PARCEL DETAIL

Note: Not to Scale

Avenue Q Autobody District Change Narrative

The property was approved for vehicle repair back in the 1980s under C-4 (Highway Commercial) zoning. Jonathan Diaz purchased what he thought was a businesses site that was approved for repairing vehicles because he had seen many vehicles stored onsite and some in a state of repair. Come to find out, the vehicle repair business had ceased many years prior and the property was designated BPC-1 under the Land Development Code. BPC-1 does not permit mechanical or autobody repair. BPC-2 does.

Mr. Diaz has been operating the auto repair business on this site since 2022. He recently discovered that it was not properly zoned when he applied for a new fire suppression system in the building to improve his fire code compliance.

Approval to BPC-2 will return the former business rights to the property that were lost in 2016 when the grandfather rights of the former vehicle repair shop expired after being dormant for two years.

1988 Aerial Photo of the business



Avenue Q Autobody Repair District Change

Land and Neighborhood Characteristics

1. How and why is the location suitable for the proposed uses?

There are a number of Auto Repair shops along 42nd Street. The southwest corner of Avenue Q is separated from residential development to the west by a self-storage warehouse.

2. What are, if any, the incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses?

There are residences to the west, but there is a large self-storage facility in between. All of it is zoned BPC-1.

3. How will the request influence future development of the area?

It's similar to other businesses on 42nd Street.

Access to Roads and Highways

1. What is the number of vehicle trips to be generated daily and at the PM peak hour based on the latest Institute of Traffic Engineers (ITE)? Please provide a detailed methodology and calculations.

Table 5

Subject Property	**Estimated Impact Analysis**		
1 ± acre	**Demand as Currently Permitted**	**Maximum Permitted**	**Proposed Plan**
Permitted Density	BPC-1 4,000 sq. ft. Storage Warehouse w/ 40 space commercial vehicle parking	32,670 square ft. Warehouse	BPC-2 Autobody Repair w/ 30 space commercial vehicle parking
Average Annual Daily Trips (AADT)	6 + 28 = 34	162	83 + 21 = 104
PM Peak Hour Trips	1 + 2 = 3	25	12 + 1 = 13

Source: Polk County Concurrency Manual

2. What modifications to the present transportation system will be required as a result of the proposed development?

None.

3. What is the total number of parking spaces required pursuant to Section 708 of the Land Development Code?

36

4. What are the proposed methods of access to existing public roads (e.g., direct frontage, intersecting streets, and frontage roads)?

The 2 existing residential driveways.

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**		
1 ± acre	**Demand as Currently Permitted**	**Maximum Permitted**	**Proposed Plan**
Permitted Density	BPC-1 4,000 sq. ft. Storage Warehouse w/ 40 space commercial vehicle parking	32,670 square ft. Warehouse	BPC-2 Autobody Repair w/ 30 space commercial vehicle parking
Potable Water Consumption (GPD)	960	7,841	960
Wastewater Generation (GPD)	768	6,273	768

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?

Septic Tank

3. If offsite treatment, who is the service provider?

n/a

4. Where is the nearest sewer line (in feet) to the proposed development?

City of Auburndale wastewater treatment plant.

5. What is the provider's general capacity at the time of application?

Anyone's guess

6. What is the anticipated date of connection?

Not likely.

7. What improvements to the providers system are necessary to support the proposed request

none

Water Supply

1. What is the proposed source of water supply and/or who is the service provider? **City of Auburndale.**

2. What is the estimated volume of consumption in gallons per day (GPD)? **960 GPD**

3. Where is the nearest potable water connection and re-claimed water connection, including the distance and size of the line?

Abutting

4. Who is the service provider?

Auburndale.

5. What is the anticipated date of connection?

Now.

6. What is the provider's general capacity at the time of application?

Not sure. Neither are they.

7. Is there an existing well on the property(ies)?

Yes.

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);

50% Candler Sand, 50% Tavares Fine Sand

2. What alterations to the site's natural drainage features, including wetlands, would be necessary to develop the project?

None

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.

None really. It's been developed since the 1980s

2. What are the wetland and floodplain conditions?

None.

3. Discuss location of potable water supplies, private wells, public well fields?

Not near them.

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.

None.

Infrastructure Impact Information

1. Parks and Recreation – **Simmers-Young Park**

2. Educational Facilities – **Not needed for Autobody Repair**

3. Health Care – **Lakeland**

4. Fire Protection – **Fire Rescue Station 5 333 American Spirit Rd**

5. Police Protection and Security – **3635 Avenue G NW in Winter Haven.**

6. Emergency Medical Services (EMS) – **Fire Rescue Station 5 333 American Spirit Rd**

7. Solid Waste (collection and waste generation) – **County picks it up.**

8. How may this request contribute to neighborhood needs? – **Everyone needs auto repair eventually.**

Avenue Q Autobody District Change

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 property at the intersection of Avenue Q and 42nd Street has been used for vehicle repair off and on since 1988 according to aerial photos. It was Zoned C-4 in the former Zoning Ordinance. It became BPC with the adoption of the Comprehensive Plan in 1991. It became BPC-1 in 2000 which is when it became a legally non-conforming use. Auto repair cesed on the property between 2014 and 2018. The owner purchased the property for that purpose in 2022 and has been operating the current autobody business since. It was while seeking a permit to improve the fire suppression system that the applicant discovered that the district did not permit vehicle repair. This change to BPC-2 will restore the former rights the business had enjoyed for 35 years.

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. Between the autobody repair and the commercial vehicle parking, there is not much room for anything else.

2. Will passage of the proposed amendment allow a significant amount of urban development to occur in rural areas?

When you look at all the development surrounding the site you quickly see that it is not rural.

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 rectangle property. Will that help?

4. Does the proposed amendment fail to adequately protect adjacent agriculture areas?

No, this area has not been agricultural since the Roosevelt administration.

5. Could the proposed amendment fail to maximize existing public facilities and services?

Not likely. There is water service to the site.

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 will restore the development rights that the property once had when it was zoned C-4.

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?

No, but it will serve existing development.

10. Does the proposed amendment fail to encourage an attractive and functional mixture of land uses?

No, it's functional. There is a convenience store on one corner and Cuban Sandwich place on the other corner. I recommend it.

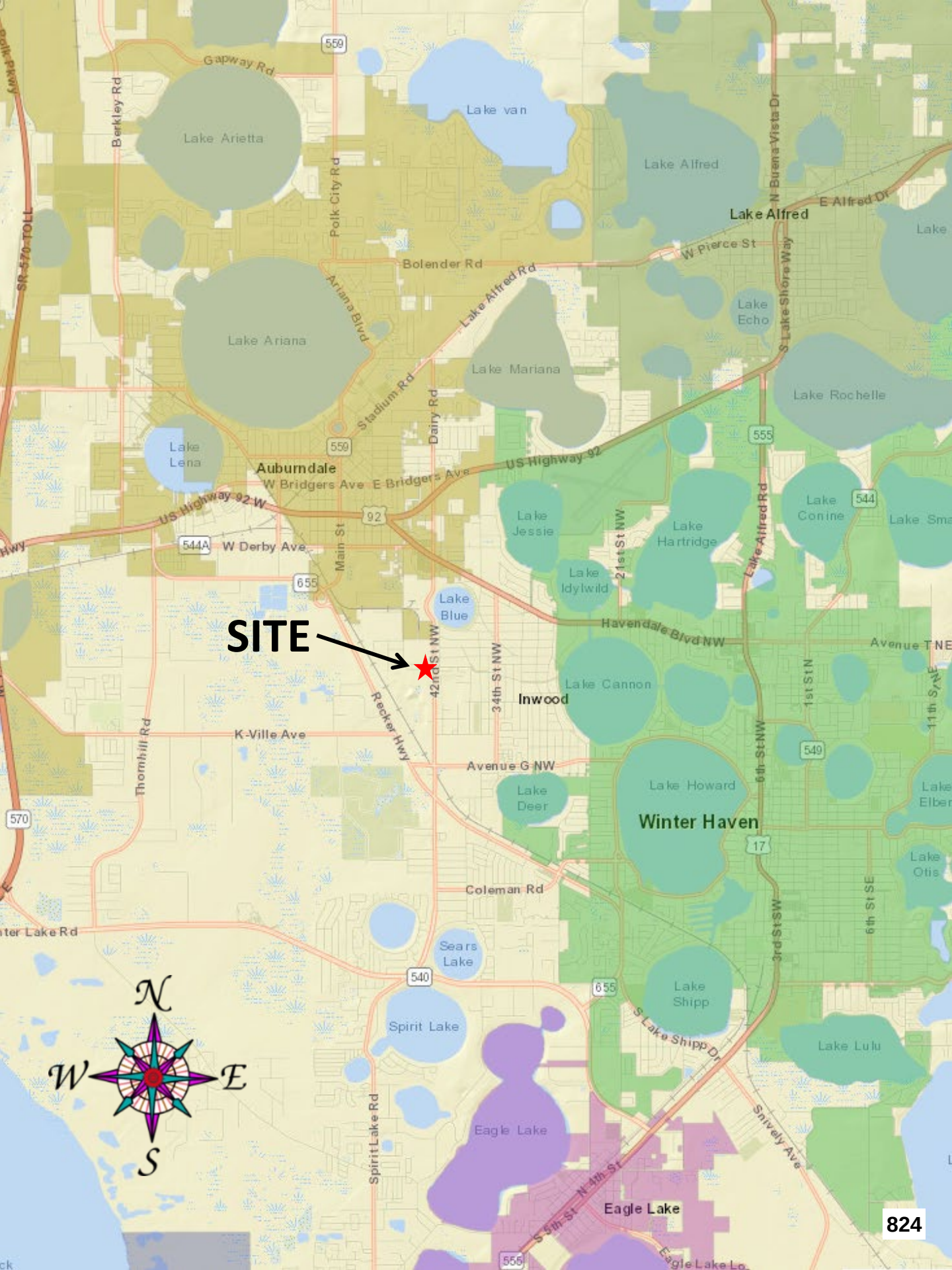
11. Could the proposed amendment result in poor accessibility among linked or related land uses?

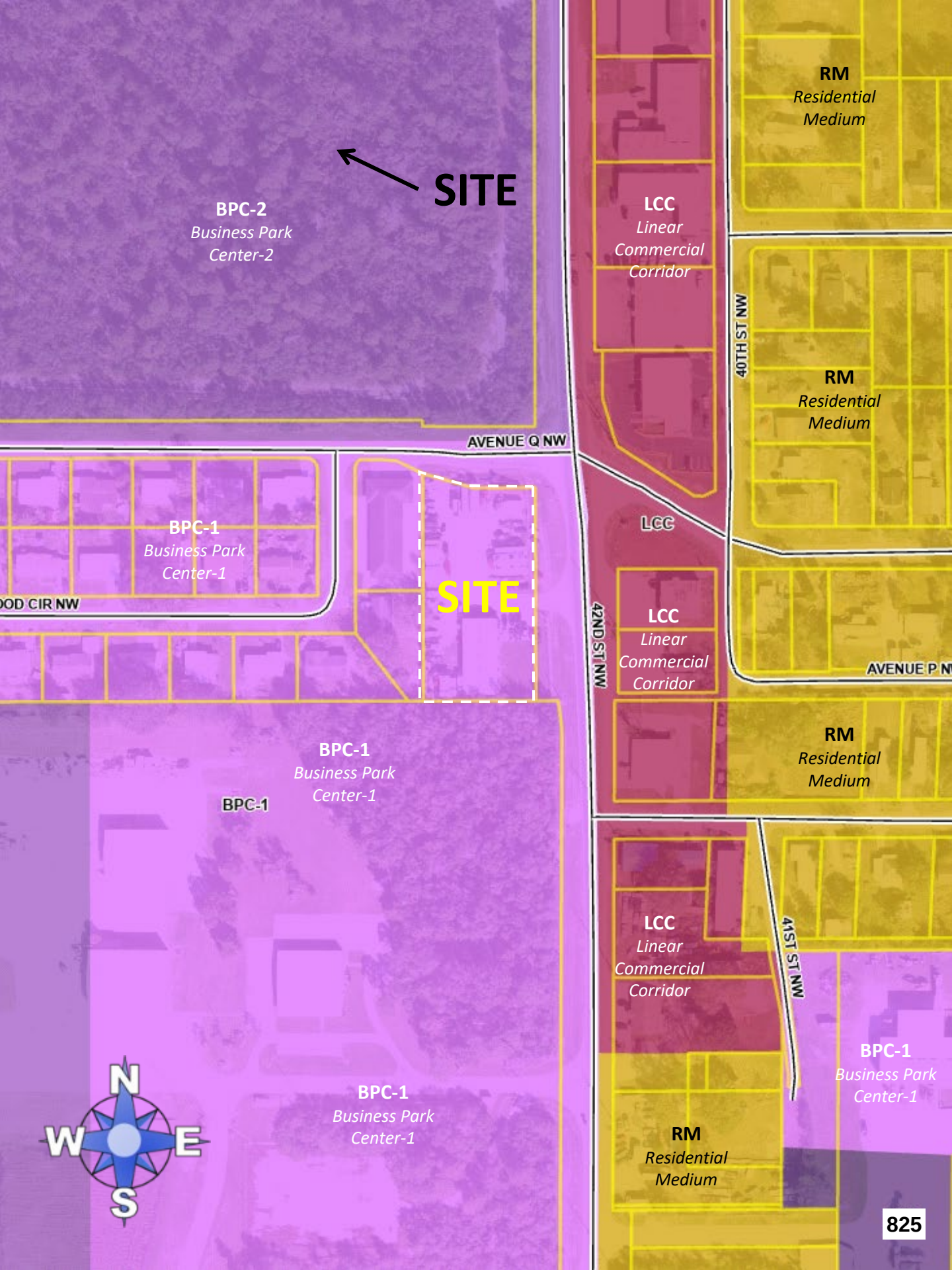
No. But the are could use more sidewalks.

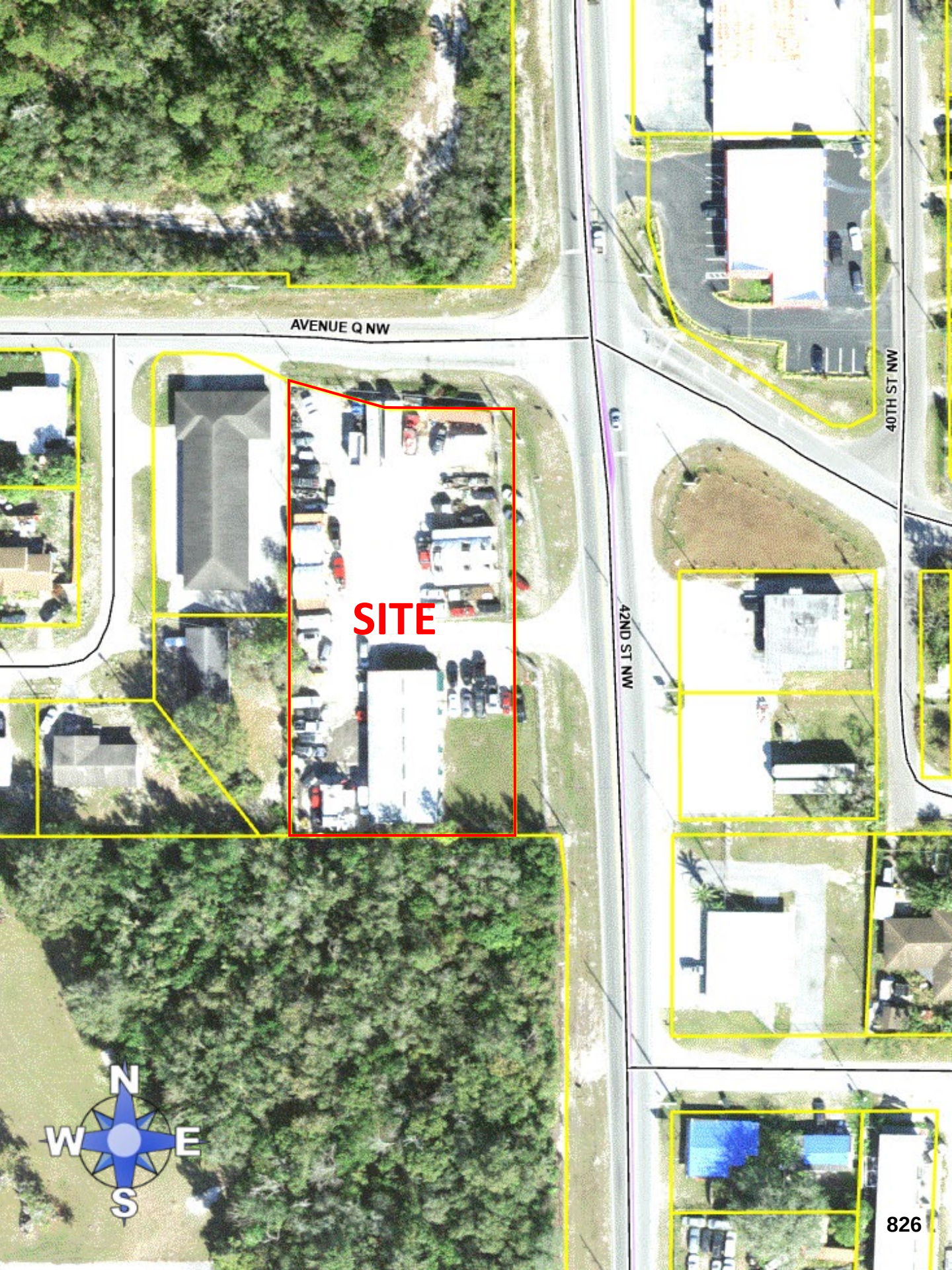
12. As a result of approval of this amendment, how much open space will be lost?

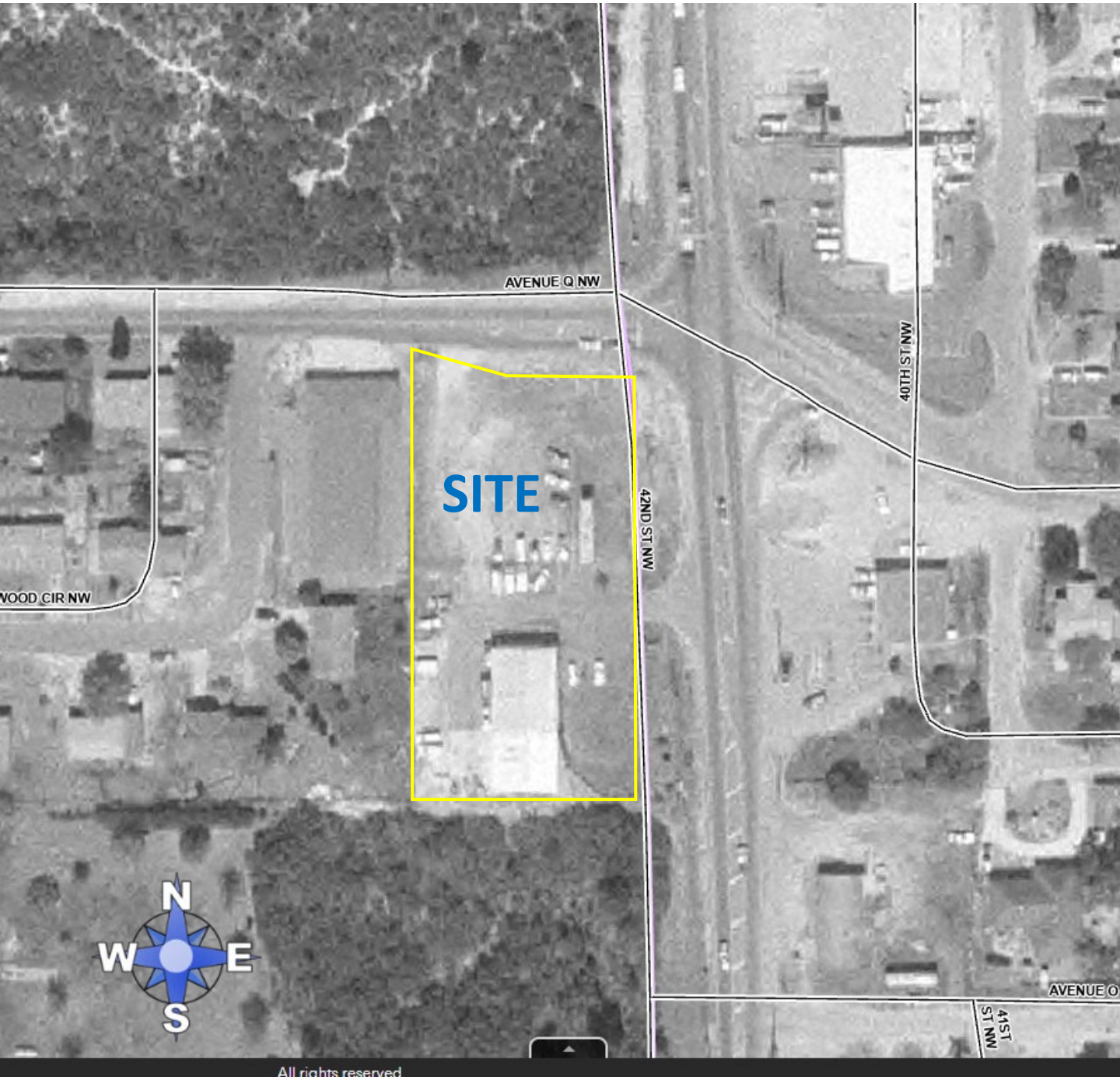
None on site today.

LDCD-2026-2


SITE
Lake Arietta
Lake van
Lake Alfred
Lake Alfred
Lake Ariana
Lake Mariana
Lake Echo
Lake Rochelle
Lake Lena
Auburndale
Lake Jessie
Lake Hartridge
Lake Conine
Lake Idylwild
Lake Blue
Lake Cannon
Inwood
Lake Howard
Winter Haven
Lake Deer
Lake Otis
Sears Lake
Lake Shipp
Spirit Lake
Lake Lulu
Eagle Lake
Eagle Lake
Gapway Rd
Berkley Rd
Polk City Rd
Bolender Rd
Lake Alfred Rd
Ariana Blvd
Stadium Rd
Dairy Rd
W Pierce St
E Alfred Dr
N Buena Vista Dr
S Lake Shore Way
US Highway 92
W Bridgers Ave
E Bridgers Ave
US Highway 92 W
W Derby Ave
Main St
21st St NW
Havendale Blvd NW
Avenue T NE
42nd St NW
34th St NW
Recker Hwy
K-Ville Ave
Avenue G NW
Thornhill Rd
Coleman Rd
Lake Shipp Dr
Snively Ave
Spirit Lake Rd
N 4th St
S 5th St
6th St NW
3rd St SW
6th St SE
1st St N
11th St NE
SR 570 TOLL
559
555
544
544A
655
549
570
17
540
N
W
E
S


SITE
BPC-2
Business Park
Center-2
AVENUE Q NW
BPC-1
Business Park
Center-1
SITE
BPC-1
Business Park
Center-1
BPC-1
BPC-1
Business Park
Center-1
LCC
Linear
Commercial
Corridor
RM
Residential
Medium
40TH ST NW
RM
Residential
Medium
LCC
42ND ST NW
LCC
Linear
Commercial
Corridor
AVENUE P
RM
Residential
Medium
LCC
Linear
Commercial
Corridor
41ST ST NW
BPC-1
Business Park
Center-1
RM
Residential
Medium
N
W
E
S
825


AVENUE Q NW
40TH ST NW
42ND ST NW
SITE
N
W
E
S
826


AVENUE Q NW
SITE
42ND ST NW
40TH ST NW
WOOD CIR NW
N
W
E
S
AVENUE O
41ST ST NW
All rights reserved

Agenda Item N.2. 6/2/2026

SUBJECT

Public Hearing (LDCPAL 2026-2 Main Street Corridor Text) (Transmittal Hearing) to consider the adoption of a Comprehensive Plan text amendment to establish a new Section, to be called the Main Street Commercial (MSC) Corridor, in the Future Land Use Element. (No Fiscal Impact)

DESCRIPTION

This is a County-initiated request to establish a new Future Land Use designation, the Main Street Commercial (MSC) Corridor, in the Future Land Use Element. The MSC is only for Redevelopment Districts pursuant to those listed in Section 2.124-F. The new section addresses characteristics, designations and mapping, location criteria, and development criteria.

State law requires one Planning Commission hearing, which was held on May 6, 2026, with a recommendation for approval (Vote 7:0). This is the transmittal hearing to the Florida Department of Commerce and the adoption hearing is scheduled for July 21, 2026, at 9:15 a.m.

RECOMMENDATION

Transmit

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Mark J. Bennett, AICP, FRA-RA, CNU-A, Senior Planner

Land Development

(863) 534-6455

markbennett@polkfl.gov <mailto:markbennett@polkfl.gov>

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	February 26, 2026
Planning Commission Date:	May 6, 2026
BoCC Dates:	June 2, 2026 Transmittal, and July 21, 2026 Adoption
Applicant:	Polk County Land Development Division
Level of Review:	Level 4 Review, Large-Scale Comprehensive Plan Amendment
Case Number and Name:	LDCPAL-2026-2 Main Street Corridor Text CPA
Request:	This is a County-initiated request to amend the Comprehensive Plan to establish a new Section, to be called the Main Street Commercial (MSC) Corridor, in the Future Land Use Element.
Location:	N/A
Property Owner:	N/A
Parcel Size:	N/A
Development Area:	N/A
Future Land Use:	N/A
Nearest Municipality	N/A
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (7:0)
Florida Commerce	Pending
Case Planner:	Mark J. Bennett, AICP, FRA-RA, CNU-A, Senior Planner

This is a County-initiated request to establish a new Future Land Use designation, the Main Street Commercial (MSC) Corridor, in the Future Land Use Element. The MSC is only for Redevelopment Districts pursuant to those listed in Section 2.124-F. The new section addresses characteristics, designations and mapping, location criteria, and development criteria.

Summary of Analysis

As a result of recent planning efforts in Wahneta and Eloise, a need has been identified to amend the Comprehensive Plan to account for development/redevelopment of existing corridors in developed areas and economically disadvantaged communities. The Comprehensive Plan and Land Development Code contain provisions for, and is oriented towards, a suburban, auto-oriented form of development focused on greenfield/vacant properties. However, these regulations do not contain provisions for the redevelopment/revitalization of existing older corridors in developed areas. To address this need, this amendment is proposed.

If approved, this amendment will establish the Main Street Corridor (MSC) designation. It will only be permitted in Redevelopment Districts per Section 2.124-F. that have an approved

Redevelopment District Revitalization Plan or similar type of plan. This requirement is suggested to ensure that redevelopment in the corridor is consistent with the applicable plan and the vision of the community for which the redevelopment is intended.

The proposed MSC category policies include a requirement for new regulations to be included in the Land Development Code. The new regulations are to be context-sensitive to their location in existing developed areas and promote redevelopment and/or revitalization of these corridors through an urban-oriented design. They are also intended to encourage uses that meet the immediate needs of the surrounding residential areas.

The MSC category will remove barriers to redevelopment/revitalization of these corridors by allowing for more flexibility in site design, the use of frontage roads, shared ingress/egress and/or cross-access easements.

By creating the new land use category, it is hoped that areas in need of revitalization can be preserved, rehabilitated, and redeveloped as described in Section 2.124-F, Redevelopment Districts of the Plan.

Relevant Sections, Policies, and/or Regulations to Consider:
Policy 2.102-A1: Development Location
Policy 2.102-A2: Compatibility
Policy 2.109-A1: Land Use Categories Established
Policy 2.124-F3: Redevelopment District Revitalization Plans
Policy 2.124-F4: Redevelopment Activities

Findings of Fact

Request and Legal Status

- LDCPAL-2026-2 is a County-initiated request for a Large-Scale Comprehensive Plan text amendment to establish a new Section, to be called the Main Street Commercial (MSC) Corridor, in the Future Land Use Element.

- Main Street Commercial Corridors are characterized by linear concentrations of all types of commercial, office, residential, and institutional uses along a roadway that are located within a Redevelopment District.

- 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.

- POLICY 2.124-F4: Redevelopment Activities, includes a statement that "it is fundamental to all revitalization plans that commercial uses, if included in the land use design, shall be oriented toward the historically established town center, ***main street,*** or placed in isolated neighborhood market sites that are restricted to a very limited scale of commercial activity and located only at the intersection of major collector roads. Linear commercial development shall not be allowed, unless it is clearly evident that it is consistent with the traditional development pattern of the community.

Compatibility and Infrastructure

- The proposed MSC land use category includes a provision to require that new development or redevelopment of non-residential development shall be compatible with adjacent existing uses.

- The proposed MSC land use objective includes the statement "and shall promote the redevelopment and infilling of such areas," which is consistent with the Policy 2.102-A1, Development Location.

Comprehensive Plan Policies and Land Development Code Regulations

- POLICY 2.102-A1 Development Location states that Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.

- POLICY 2.102-A2 Compatibility states that land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.

- POLICY 2.109-A1 Land Use Categories Established, establishes land use categories in the Polk County Comprehensive Plan.

- POLICY 2.124-F3: Redevelopment District Revitalization Plans state that The County shall develop a "Redevelopment District Revitalization Plan" in accordance with the goals and objectives of the programs described the Polk County Consolidated Plan and Five Year Strategy Plan, for designated "Redevelopment District," to guide implementation of the Community Development Block grant, HOME Investment Partnership Program and the emergency Shelter Grant. The Redevelopment Plans will be prioritized based on a variety of factors that include but are not limited: funding availability, need, physical and economic conditions, level of neighborhood district revitalization plans will be coordinated with other planning initiatives.

The Redevelopment District Revitalization Plans shall contain strategies developed with public input from those areas affected to preserve, rehabilitate, revitalize, and/or redevelop those areas. These strategies shall include, but not be limited to:

a. targeting housing rehabilitation and code enforcement activities within designated Redevelopment Districts;

b. removing dilapidated structures to create space for infill development;

c. coordinating infrastructure improvements with rehabilitation and redevelopment activities;

d. providing economic opportunities and neighborhood support services to encourage economic independence and self-sufficiency of residents;

e. implementing programs to facilitate the development of affordable housing;

f. developing special incentives, provisions, restrictions, or requirements in order to ensure that redevelopment and revitalization activities occur in accordance with sound planning principles and local community objectives;

g. encouraging design features which promote public safety, create inviting streetscapes along public roadways, and emphasize a pedestrian-oriented environment;

h. developing or providing incentives for development of needed community facilities such as neighborhood centers, day care centers, churches, schools, and community-oriented policing substations; and

i. most importantly, empowering residents so as to rekindle community pride and developing lasting partnerships between government and the community.

Recommendation

Development Review Committee Recommendation: Based on the information provided and the analysis conducted within this staff report, the Development Review Committee finds that with the proposed conditions the request **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code. Therefore, the Development Review Committee (DRC) recommends **APPROVAL of LDCPAL-2026-2.**

Planning Commission Recommendation:

On May 6, 2026, in an advertised public hearing, the Planning Commission voted 7:0 to recommend **APPROVAL** of **LDCPAL-2026-2.**

GENERAL NOTES
NOTE: This staff report was prepared without the benefit of testimony and evidence submitted by the public and other parties at a public hearing.

Analysis:

As a result of recent planning efforts in Wahneta and Eloise, a need has been identified to amend the Comprehensive Plan to account for development/redevelopment of existing corridors in developed areas. The Comprehensive Plan and Land Development Code contain provisions for, and is oriented towards, a suburban, auto-oriented form of development focused on greenfield/vacant properties. However, these regulations do not address, nor contain provisions for, the redevelopment/revitalization of existing corridors along collectors/arterial roads in existing developed areas.

To address this need, this amendment is proposed. Key components of this amendment include the following:

- Establishes the Main Street Corridor (MSC) Future Land Use designation.
- Only permits the establishment of new MSCs in Redevelopment Districts as listed in Section 2.124-F.
- MSCs are also only allowed if that Redevelopment District has an approved Redevelopment District Revitalization Plan or similar type of plan. This requirement is suggested to ensure that redevelopment in the corridor is consistent with the applicable plan.
- Allows for neighborhood commercial, office, and institutional uses typically located along a roadway.
- Promotes new residential development to consist of duplex, triplex, quadraplex, and multi-family units.
- Protects existing single-family residential development through the Vested Rights and Non-conformities provisions in Chapter 1 of the Land Development Code.
- Requires new regulations for the Land Development Code that promote redevelopment and/or revitalization of these corridors that are context-sensitive to their location in existing, developed areas, promote an urban-oriented design, encourage the safe bicycle and pedestrian movement and provide flexibility and creativity in site and building design, and encourage uses that meet the immediate needs of the surrounding residential areas.

By creating the new land use category, it is hoped that areas in need of revitalization can be preserved, rehabilitated, and redeveloped as described in Section 2.124-F, Redevelopment Districts.

Infrastructure Impacts - This new land use category will remove some barriers to development (or, more specifically, redevelopment/revitalization) by allowing for more flexibility in site design. The proposed text contains a provision that requires the use of frontage roads shared ingress/egress

easements, or cross-assessments. Any infrastructure impacts will be implemented and required per the concurrency standards listed in Chapter 7 of the LDC.

Comparisons To Other Jurisdictions:

Special policies and development code regulations are common in other jurisdictions throughout Florida. Specific topic research was not completed for this report. However, other jurisdictions commonly create different regulations to promote the redevelopment of existing corridors. Numerous Community Redevelopment Agencies throughout the state include corridor revitalization/redevelopment as a component of their redevelopment plans.

Limits of the Proposed Ordinances

The scope of the amendment will impact new development within existing corridors in Redevelopment Districts. The proposed policies are meant to allow for the redevelopment and infilling of such areas through the establishment of criteria for the development of lands within Main Street Commercial Corridors.

Consistency with the Comprehensive Plan

Many policies within the Comprehensive Plan are reviewed for consistency with an application. The most relevant policies for the proposed request are included in this section. The policy is first stated and then an analysis of how the request is provided to state that it may or may not be consistent with the Comprehensive Plan. How the request is **consistent or inconsistent** with the Comprehensive Plan is listed below:

Table 1 Consistency with the Comprehensive Plan

Policy	Consistency
POLICY 2.102-A1: Development Location – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.	The proposed text amendments to establish the "Main Street Commercial Corridors" will promote the redevelopment and infilling of such areas through the establishment of criteria for the development of lands within Main Street Commercial Corridors.
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;	The proposed policy text changes include a provision to require that new development or redevelopment of non-residential development shall be compatible with adjacent existing uses.

Policy	Consistency
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 2.109-A1: LAND USE CATEGORIES ESTABLISHED - The following land use categories are hereby established for the Polk County Comprehensive Plan:	The proposed modification to this policy will establish the Main Street Commercial Land Use Category.
POLICY 2.124-F3: REDEVELOPMENT DISTRICT REVITALIZATION PLANS - The County shall develop a "Redevelopment District Revitalization Plan" in accordance with the goals and objectives of the programs described the Polk County Consolidated Plan and Five Year Strategy Plan, for designated "Redevelopment District," to guide implementation of the Community Development Block grant, HOME Investment Partnership Program and the emergency Shelter Grant. The Redevelopment Plans will be prioritized based on a variety of factors that include but are not limited: funding availability, need, physical and economic conditions, level of neighborhood district revitalization plans will be coordinated with other planning initiatives.	The proposed Main Street Commercial (MSC) Future Land Use designation will only be allowed within a Redevelopment District, where the MSC is to be located has an approved Redevelopment District Revitalization Plan pursuant to Policy 2.124-F3 of the Future Land Use Element, an Urban Infill and Redevelopment Area Plan and/or a Community Redevelopment Area (CRA) Plan, per Chapter 163, Florida Statutes, and the expansion is consistent with the applicable plan.
POLICY 2.124-F4: REDEVELOPMENT ACTIVITIES - Redevelopment District Revitalization Plans shall implement the purpose and intent of Policy 2.124-F1 and shall conform to the following requirements: a. PERMITTED USES: In keeping with the purpose and intent of this section, the following uses may be permitted within a Redevelopment District Revitalization Plan: 1.Residential (single-family and multi-family) 2.Commercial 3.Institutional 4.Recreation and Open Space 5.Preservation 6.Specialized Uses, subject to the provisions of Section 2.125	The proposed Main Street Corridor Land Use category implements this policy by allowing permitted uses listed in item a. This policy also contains a provision for promoting commercial uses to be located along a Main Street. This proposed text will implement this provision.

Policy	Consistency
7.Housing for workers (agricultural, industrial, construction and hospitality trades) b. DEVELOPMENT CRITERIA: 1.Non-residential uses should be limited to a size, scale, and intensity necessary to provide the residents of the community and surrounding area with retail, personal, and community services. Where permitted by the Redevelopment District Revitalization Plan, non-residential uses may include, but are not limited to, grocery stores, personal service shops, gas stations, restaurants, specialized and general retail, medical and professional offices, and community facilities such as neighborhood centers, churches, schools, community-oriented policing substations, and day care centers. 2.Non-residential uses should be centrally located within the community and within comfortable walking distance for a majority of the area's residents. 3.Non-residential uses shall have direct access to a collector or arterial roadway. 4.Appropriate mixes of housing types shall be permitted where such mixes will be compatible with immediate adjacent existing residential development. Development incentives shall be provided to encourage and stimulate workforce housing, affordable housing and housing for special needs groups. Such incentives shall include, but not be limited to: (a) Density and intensity increases up to 150% of the district standards, (b) Expedited permitting; and (c) Design flexibility, additionally (d) May include special impact fee consideration in such circumstances as adopted and codified by the BoCC. Such incentives shall be linked directly to the provision of affordable, workforce or special needs housing on a case-by-case basis, and require that the housing remain dedicated to the particular housing type for which the incentive was awarded for a minimum of twenty years through a deed restriction or similar measure.	

Policy	Consistency
Furthermore, no increase in density or intensity can occur unless adequate water, sewer, roadway and public school capacity exists or are planned to be available to meet the need of the additional development. 5.Commercial and office uses shall be permitted in Redevelopment District Revitalization Plans. Redevelopment District Revitalization Plans may include up to 10% of the total area of redevelopment district for commercial and office uses. Designation of an area exceeding the additional 10% shall require a Comprehensive Plan amendment. 6.It is fundamental to all revitalization plans that commercial uses, if included in the land use design, shall be oriented toward the historically established town center, main street, or placed in isolated neighborhood market sites that are restricted to a very limited scale of commercial activity and located only at the intersection of major collector roads. Linear commercial development shall not be allowed, unless it is clearly evident that it is consistent with the traditional development pattern of the community. 7.Appropriate buffering shall be provided between non-residential uses and residential uses.	

Comments from Other Agencies: None

Under separate attachment:

- Draft Ordinance with proposed text

Ordinance No. 26 -____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF AMENDMENT **LDCPAL-2026-2;** AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN; ORDINANCE 92-36, AS AMENDED TO AMEND POLICY 2.109-A1, ESTABLISH A NEW POLICY 2.109-A30, AND ESTABLISH A NEW SECTION, TO BE CALLED THE MAIN STREET COMMERCIAL (MSC) CORRIDOR, IN THE FUTURE LAND USE ELEMENT, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt a Comprehensive Plan (Plan); and

WHEREAS, Section 163.3184, FS, and Comprehensive Plan Section 4.305.B, provides for the approval of Large-Scale Comprehensive Plan Amendments; and

WHEREAS, Application LDCPAL 2026-2 is an applicant-initiated application to amend Policy 2.131.RA4.F.3(h) of the Comprehensive Plan; (the "Amendment"); and

WHEREAS, pursuant to Section 163.3174, FS, the Local Planning Authority (Planning Commission) conducted a public hearing, with due public notice having been provided, Amendment on May 6, 2026; and

WHEREAS, pursuant to Section 163.3184, FS, the Board of County Commissioners on June 2, 2026, held an initial public hearing and authorized transmittal of the Amendment to the Department of Economic Opportunity (DEO) for written comment, and

WHEREAS, Florida Commerce, by letter dated _____2026 transmitted objections, recommendations, and comments on the Amendment; and

WHEREAS, pursuant to Section 163.3184, FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the Amendment on July 21, 2026; and

WHEREAS, the Board of County Commissioners, reviewed and considered all comments received during said public hearing, and provided for necessary revisions; if any; and

WHEREAS, the Board of County Commissioners has considered the data and analysis contained within the staff report; and

WHEREAS, the Amendment is consistent with Chapter 163, FS, and the Polk County Comprehensive Plan.

NOW THEREFORE, BE IT ORDAINED by the Polk County Board of County Commissioners:

SECTION 1: LEGISLATIVE FINDINGS OF FACT

The findings of fact set forth in the recitals to this Ordinance are true and correct and hereby adopted.

SECTION 2: COMPREHENSIVE PLAN AMENDMENT

The text of the Comprehensive Plan Ordinance No. 92-36, as amended, (the "Polk County Comprehensive Plan") is hereby amended to reflect changes depicted Attachment "A".

SECTION 3: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE

The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the Department of Florida Commerce posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent

determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

SECTION 5: FILING WITH THE DEPARTMENT OF STATE:

The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this 21st day of July 2026.

NOTE: The underlined text indicates proposed additions to the current language. The ~~strikeout~~ indicates text to be removed from the current ordinance.

ATTACHMENT "A"

POLICY 2.109-A1: LAND USE CATEGORIES ESTABLISHED - The following land use categories are hereby established for the Polk County Comprehensive Plan:

	Map Symbol	Maximum Standard Residential Density	Maximum Planned Development Density	Standard Non-residential FAR	Maximum Planned Development FAR
Main Street Commercial	MSC	15.0	15.0	1.0	1.0

POLICY 2.109-A30: The purpose of the Main Street Commercial (MSC) land use is to provide for promote the redevelopment and infilling of linear concentrations of all types of commercial, office, residential, and institutional uses along a roadway that are located within a Redevelopment District.

SECTION 2.11X MAIN STREET COMMERCIAL CORRIDOR

OBJECTIVE 2.11X-A: Polk County shall recognize existing "Main Street Commercial Corridors" by their designation and mapping on the Future Land Use Map Series as Main Street Commercial Corridors (MSC) and shall promote the redevelopment and infilling of such areas through the establishment of criteria for the development of lands within Main Street Commercial Corridors.

POLICY 2.11X-A1: CHARACTERISTICS – Main Street Commercial Corridors are characterized by linear concentrations of all types of commercial, office, residential, and institutional uses along a roadway that are located within a Redevelopment District, pursuant to Section 2.124-F. Some Main Street Commercial Corridors may contain existing industrial uses.

POLICY 2.11X-A2: DESIGNATION AND MAPPING - Existing linear corridors in Redevelopment Districts with non-residential areas shall be designated and mapped on the Future Land Use Map Series as "Main Street Commercial Corridors" (MSC).

POLICY 2.11X-A3: LOCATION CRITERIA – MSCs shall be allowed in all Development Areas, subject to the other locational criteria in this policy. MSCs shall only be located within Redevelopment Districts, as outlined in the Future Land Use Element of the Comprehensive Plan. The establishment of new MSCs or the expansion, extension (along the road), or increase in depth of an existing MSC shall only permitted if the Redevelopment District where the MSC is to be located has an approved Redevelopment District Revitalization Plan pursuant to Policy 2.124-F3 of the Future Land Use Element, an Urban Infill and Redevelopment Area Plan and/or a Community Redevelopment Area (CRA) Plan, per Chapter 163, Florida Statutes, and the expansion is consistent with the applicable plan.

POLICY 2.11X-A4: DEVELOPMENT CRITERIA - Development or redevelopment within a Main Street Commercial Corridor shall conform to the following criteria:

a. Permitted uses include all types of neighborhood commercial, office, and institutional uses typically located along a roadway.

~~b.~~ Existing single-family residential development is protected by the Vested Rights and Non-conformities provisions in Chapter 1 of the Land Development Code.

c. New residential development within the MSC shall only consist of duplex, triplex, quadraplex, and multi-family units.

d. Industrial and High-Impact-Commercial-type (HIC) development shall be limited to in-filling existing industrial/HIC areas, and new industrial/HIC development shall not extend or expand these industrial/high-impact areas.

e. New development or redevelopment within a Main Street Commercial Corridor shall incorporate the use of frontage roads wherever there is adequate public right-of-way or there is property available for the expansion of the right-of-way or the establishment of frontage-road easements to facilitate such roads in accordance with recognized highway safety standards. Whenever the placement of frontage roads is not practical, shared ingress/egress facilities shall be used. Cross-access easements connected parking lots, and/or alternate methods of property connection shall be required.

f. Interior traffic circulation shall facilitate safe bicycle and pedestrian movement.

g. Where the MSC abuts residential areas, new development or redevelopment of non-residential development shall be compatible with adjacent existing uses.

h. The Land Development Code shall contain regulations that are context-sensitive to their location in existing, developed areas. The Land Development Code shall also promote the redevelopment and/or revitalization of these corridors through the creation of regulations that promote an urban-oriented design, encourage the safe bicycle and pedestrian movement and provide flexibility and creativity in site and building design, and encourage uses that meet the immediate needs of the surrounding residential areas.

i. To promote revitalization in MSCs, the maximum floor area ratio shall not exceed 1.0 for non-residential development, or Table 2.104.2 of the Future Land Use Element for MSCs located in the Transit Corridors and Centers Overlay (TCCO).

j. Residential development shall be limited to the range provided in the Residential High (RH) land use designation described in Policy 2.109-A1 or Table 2.104.1 of the Future Land Use Element for MSCs located in the Transit Corridors and Centers Overlay (TCCO).

Agenda Item N.3. 6/2/2026

SUBJECT

Public Hearing (LDCT-2026-3 Recreational Use Easements) (First Reading) to consider and Land Development Code text amendment, amending Chapter 3, Conditional Uses, Section 303, Criteria for Conditional Uses for High Intensity Recreation to allow access via easement for firearms ranges. (No Fiscal Impact)

DESCRIPTION

This is an applicant-initiated request for an LDC text amendment to Chapter 3, Conditional Uses, Section 303, Criteria for Conditional Uses for High Intensity Recreation to allow access via easement for firearms ranges. State law requires one Planning Commission hearing, which was held on May 6, 2026, with a recommendation for approval by 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

Approval after the second reading on June 16, 2026

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Erik Peterson, AICP

Planning Administrator

Land Development Division

(863) 534-6470

erikpeterson@polkfl.gov <mailto:erikpeterson@polkfl.gov>

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	March 5, 2025	**Level of Review:**	4
PC Date:	May 6, 2026	**Type:**	LDC Text Amendment
BoCC Date:	June 6, 2026 June 16, 2026	**Case Numbers:**	LDCT-2026-3
		Case Name:	Firearms Range Access
Applicant:	Tom Wodrich AICP TDW Land Planning	**Case Planner:**	Erik Peterson, AICP

Request:	An LDC text amendment to Chapter 3, Conditional Uses, Section 303, Criteria for Conditional Uses for High Intensity Recreation to allow access via easement for firearms ranges; providing for severability; providing an effective date.
Location:	n/a
Property Owner:	n/a
Parcel Size (Number):	n/a
Development Area:	n/a
Nearest Municipality:	n/a
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 7-0

The changes to Chapter 3, Section 303, High Intensity Recreation are:

- Provide firearms ranges with the option of accessing the range via easement if:
  - ✓ The easement has a minimum width of 20 feet;
  - ✓ The easement does not exceed 0.50 miles (2,640 feet) in length from the nearest paved road;
  - ✓ The construction of the easement provides sufficient ingress and egress for fire trucks, ambulances, and police vehicles;
  - ✓ The firearms range serves no more than 50 daily attendees; and,
  - ✓ The easement is supported by the joinder and maintenance agreement with, and consent of, all fee simple owners under easements to the use of the easement by the subject parcel(s). If joinders are provided for the easement, it shall be accompanied by an ownership and encumbrance report based on the legal description of the easement.

Summary:

High Intensity Recreation includes facilities that host events with greater than 250 people in attendance, discharge firearms, or have lighting for nighttime activities. Heavily attended events and facilities with nighttime lighting have a use volume that warrant the minimum 50 feet of paved public road frontage required in Section 303 of the Land Development Code (LDC). However, low-volume firearms ranges may be better placed in locations farther from paved roadways. This seclusion enables them to be placed in more remote sites with greater noise reduction capabilities.

Polk County maintains over 3,000 miles of public roadways. Most are paved, but not all of them. While the state and cities also maintain a significant amount of paved public roadways, the combined amount of paved public roads in the County does not provide enough frontage to all 2,010 square miles of the County. This amendment request will increase the potential uses of properties without public road frontage.

Data and Analysis Summary

Staff have reviewed the Florida Statutes, Florida Administrative Code, Polk County Comprehensive Plan, the LDC, and the Code of Ordinances and found no violations of policy or inconsistencies with the request. Staff have reviewed a number of adjacent and similar jurisdictions for regulations regarding high intensity recreational uses and firearms ranges. In the survey, most jurisdictions used the conditional use process to address access requirements rather than one policy applying to all recreational uses. Staff researched past regulatory history and performed a benefit cost analysis of the amendment request.

This amendment applies to High Intensity Recreation in the Green Swamp Area of Critical State Concern. Florida Commerce requires a 45-day review on all policy changes affecting development in the Green Swamp Area of Critical State Concern regardless of whether it has a direct relationship to the primary purpose of the Critical Area, which is aquifer recharge and protection.

Findings of Fact

1. *The request is a Land Development Code text amendment to Section 303, Criteria for Conditional Uses for High Intensity Recreation to allow access via easement for firearms ranges.*

2. *This amendment applies to multiple residential and non-residential Future Land Use Map designations including those in the Green Swamp Area of Critical State Concern.*

3. *POLICY 2.125-E1: COMMUNITY FACILITIES' PERMITTED USES of the Comprehensive Plan states "Community Facilities shall be allowed in all land use classifications, unless specifically prohibited elsewhere in this Comprehensive Plan, as a conditional use subject to the location and development controls established in Policy 2.125-E2 and as further regulated by the Land Development Code." Among the types of community facilities listed in the policy are Type E facilities which are "all types of recreation activities and associated infrastructure."*

4. *POLICY 2.125-E2: COMMUNITY FACILITIES' DEVELOPMENT CONTROLS of the Comprehensive Plan states that "Type E facilities may be permitted in all Future Land Use designations in accordance with the policies of this plan and the Land Development Code in accordance with Section 163.3201(1), F.S."*

5. *POLICY 2.117-A1: CHARACTERISTICS states that "Recreation and Open Space (ROS) areas are primarily sites and facilities which are accessible to the general public, and which are oriented toward providing recreation services for the resident and the short and long-term visitor to Polk County. A recreational activity included within recreation and open space areas may be motorized, **allow for the discharge of firearms**, accommodate nighttime use, and produce large crowds at events. Retail sales are limited to concessions at events or to enhance the quality of the recreation experience onsite unless combined with commercially designated lands.*

6. *POLICY 2.128-C2 of the Comprehensive Plan states that "All tracts of land to be developed for non-residential or residential purposes shall have legal access to a paved public road. Non-residential development shall have direct frontage on a paved public road except as otherwise provided herein. Non-residential and multi-family residential developments may gain access to a paved public road through a county approved, private internal service road. Residential development may gain access to a paved public road via a public or private road meeting County standards or via a legally established easement as prescribed in the Land Development Code."*

7. *POLICY 2.128-C3 of the Comprehensive Plan states that "All tracts of land to be developed for non-residential and residential purposes shall have sufficient ingress and egress for fire trucks, ambulances, police cars and other emergency vehicles."*

8. *LDC Section 303 states "All High Intensity Recreation Facilities shall comply with all applicable standards and all of the following conditions:*

   In addition to the applicable district regulations in Table 2.2, the following standards shall apply:

   1. *All outdoor lighting shall be directional and shall not directly radiate onto adjacent properties.*
   2. *All structures and associated activities located in or adjacent to residential districts shall be limited to operation from 7:00 a.m. to 10:00 p.m.*
   3. *All access points shall have at a minimum 50 feet of road frontage on a paved public road.*
   4. *Buildings or structures used for or in connection with any such use shall be located at a minimum of fifty feet from adjoining property which is in a residential district.*

5. *Off street parking or loading spaces shall be located at a minimum of fifty feet from adjoining property which is in a residential district.*
6. *Any proposal for a recreational facility in a location that will render a legal use nonconforming shall require a Level 3 Review.*
7. *Food and retail sales shall be limited to concessions during events. Continual food or retail sales or services provided at High Intensity Recreation Facilities shall require a Level 4 Review. During the Review the Board shall determine that the activity meets the following criteria:a.The activity is clearly subordinate and incidental to the primary recreational use; and,b.The activity is directly related to the performance of the recreational activity.*
8. *Alcohol sales shall be limited to One, Two or Three Day Permits (ODP or SODP), no more than three (3) times per year per location (at the time of adoption, this license was referenced to Section 561.422 F.S).*
9. *RV Camping shall be limited to 10% of the facility and restricted to stays of 30 days or less.*
10. *The required number of parking spaces shall be determined by DRC during Level 2 Review using the following information provided by the applicant:*
    a. *Average daily attendance,*
    b. *Maximum peak event attendance; and,*
    c. *Off-site parking alternatives.*

9. *Chapter 10 of the LDC defines a High Intensity Recreational Facility as "All types of sports venues such as ball fields, courts, and tournament grounds with attendance that may exceed 250 for any event, allow for the discharge of firearms, or with lighting for night-time use by the public. Limited concessions may be permitted, but no permanent alcohol sales. This does not include an Event Facility or Outdoor Concert Venue use."*

Development Review Committee Recommendation:

The Land Development Division, based on the information provided with the proposed text amendment application, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommend **APPROVAL** of LDCT-2025-10.

Planning Commission Recommendation:

*At an advertised public hearing on May 6, 2026, the Planning Commission reviewed the ordinance and **voted 7-0** to recommend **APPROVAL** to the Board of County Commissioners.*

Analysis

Introduction

High Intensity Recreational uses require paved or public road frontage for two primary reasons, public safety and periodic heavy traffic volumes. This is because it is for recreational facilities that serve crowds above 250 people or have lighting for nighttime competitions. While the discharge of firearms has the perception of needing direct public safety access, in practice the demand is low. The analysis to follow demonstrates that relaxing the access requirements for small firearms ranges enhances public welfare while minimizing potential public risk.

Recommended Changes

The current Criteria for Conditional Uses in Section 303 under High Intensity Recreation requires all access points to "have a minimum 50 feet of frontage on a paved public road." This amendment exempts firearms ranges from this requirement if:

- ✓ The easement has a minimum width of 20 feet;

- ✓ The **easement does not exceed 0.50 miles** (2,640 feet) in length from the nearest paved road;
- ✓ The construction of the **easement provides sufficient ingress and egress for fire trucks, ambulances, and police vehicles**;
- ✓ The firearms range serves **no more than 50 daily attendees**; and,
- ✓ The easement is supported by the joinder and maintenance agreement with, and consent of, all fee simple owners under easements to the use of the easement by the subject parcel(s). If joinders are provided for the easement, it shall be accompanied by an ownership and encumbrance report based on the legal description of the easement.

The standards that maintain the most assurance that minimize potential risks to the public are the length of the easement, the limits to those served by it, and the assurance that the access is sufficient for public safety services.

Benefit-cost Analysis of the Amendment

Staff find that the benefits of approving this amendment far outweigh the potential harm to the public or businesses. While some potential risk is increased, more risks and adverse impacts are decreased. Under no circumstances will this amendment directly increase the cost of development.

Who does it help?

Firearms ranges can have loud and sporadic noises that disturb the comfort of surrounding inhabitants and enjoyment of public spaces. The best locations are those far away from land that is commonly used by people. Requiring public road frontage forces these uses to locate closer to places of public interaction. This amendment provides the ability to find more remote locations for small firearms ranges to avoid disturbing residences or businesses. There is also risk avoidance in range design when they can be located farther from public roadways. The farther the firearms range is located from a public road, the less likely that ricochet fire and gunshot noises can cause potential harm to passing motorists.

Who does it hurt?

The concern for allowing High Intensity Recreational uses to be accessed solely via an easement is primarily public safety. Firearms usage has higher potential for needing fast emergency response than typical recreational activities if an accident occurs. However, the risk of such an occurrence is low, especially in smaller groups. This amendment requires public safety staff approval of an unpaved access, and it limits the easement length. It also limits the number of daily attendees to further minimize potential risks.

What is the cost?

This amendment reduces the cost of providing a small firearms range. It lessens the barriers to clubs, entrepreneurs, and proprietors by increasing the amount of potential firearms range sites. Properties without direct roadway frontage are typically less expensive on a per acre basis than those with direct roadway frontage. Also, there are more lands in rural areas that are without paved road frontage that are better for locating firearms ranges than in urban areas.

Regulatory History

Firearms ranges are not specifically referenced under the land use regulations prior to the adoption of the LDC in 2000. Most firearms ranges were considered under the definition of a Club which was "*buildings or facilities owned or operated by a person, corporation, partnership, or other legal entity for social, educational, or recreational purpose - - but not primarily for profit or to render service which is customarily carried on as a business*." These were listed under conditional uses in the Rural Conservation districts (RC, RC-2, RC-5) in the zoning ordinance which required Zoning Advisory Board (ZAB) review and Board of County Commissioners approval. Through the conditional use review process, access requirements could be conditions of approval.

Limits of the Proposed Ordinance

This amendment applies to all Future Land Use Map designations in the unincorporated area of Polk County that allow High Intensity Recreation as a conditional use at all levels of review (C1 through C4). In Agricultural Residential Rural (A/RR), Phosphate Mining (PM), and all the residential districts, High Intensity Recreation is a Level 3 Review (Planning Commission approval). It is a Level 1 administrative review in Tourism Commercial Center (TCC), Leisure/Recreation, Institutional (INST-1 & INST-2), and Recreation/Open Space (ROS). It is the same for these districts in the Green Swamp Area of Critical State Concern. Therefore, this amendment will require state review.

Florida Commerce requires a 45-day review on all policy changes affecting development in the Green Swamp Area of Critical State Concern regardless of whether it has a direct relationship to the primary purpose of the Critical Area, which is aquifer recharge and protection. Therefore, this request will be reviewed by the Florida Commerce Community Planning Department Areas of Critical State Concern Program. Staff believe that this amendment will have no impact on the Critical Area since it allows High Intensity Recreation and access is not a factor in aquifer protection.

Comparisons to other Jurisdictions

Staff survey counties along the I-4 corridor for regulatory comparisons because they are most closely similar to Polk. Some of the abutting counties are also reviewed along with the two largest cities within the County (Lakeland and Winter Haven). Alachua and Duval counties are included in the survey because of similar demographic and urban-rural mixtures to Polk County. This method of selection creates a survey of 14 total local jurisdictions. Through this survey, staff found that direct road frontage for recreation facilities does not coincide. Direct public road frontage is not a necessity based on the type of use rather the volume of attendants and the construction of the access was typically the standard. In most jurisdictions, firearms ranges were conditional uses requiring approval of a public body. Most often the elected officials. In these situations, access requirements come through the nature of the request. Also, when it comes to firearms ranges, it was more important to locate them either in very rural districts or heavy commercial and industrial. The following table displays the results of the survey.

Table 1

Jurisdiction *(Code citation)*	**How are firearms ranges addressed?**	**What uses are permitted with access solely via easement.**	**Are there other requirements firearms ranges**
Alachua County *Sections 404.64, 407.76*	Outdoor recreation	Up to nine single-family residential lots in rural areas.	•5-acre minimum size •Commercial uses shall be limited to payment for rental of equipment and for use of facilities, and retail sales of goods related to the activity on site.
Brevard County *Sections 62-1831.4, 62-102*	Included under civic, philanthropic or fraternal organizations,	a lot or parcel, which was created prior to January 1, 2011	Gun clubs (trap and skeet): 30 acres per shooting area, having a 900-foot radius from the center of the shooting

Table 1

Jurisdiction *(Code citation)*	How are firearms ranges addressed?	What uses are permitted with access solely via easement.	Are there other requirements firearms ranges
	including art galleries. Permitted in Tourist Commercial and Institutional districts		area measured in the shape of a half circle.
Duval County *Section 656.331, 656.334, 656.407, 656.408*	Special Exception in Agriculture districts, Permitted in Recreation and Open Space districts (public)	Only in agriculture districts or as a secondary access in the same district.	Sale and service of alcoholic beverages for on-premises or off-premises consumption in conjunction with a permitted or permissible use by exception.
Hardee County *Sec. 2.04.01, 14.02.31, 5.12.02.11*	Commercial Outdoor Recreation Public Outdoor Recreation	35-feet minimum easement width and the Fire Marshal Inspector shall have the authority to require fire department access be provided to all new development,	No outdoor commercial recreation facility shall be located within 300 feet of any existing residences.
Highlands County *Section 12.05.200, 12.05.283, 12.05. 252*	Only in AU Agricultural, A-1 Airport, and I-2 Industrial districts with special exception	Non-residential	No
Hillsborough County *Section 6.03.01, 6.11.41*	Outdoor Firing Range Only in Agricultural and Manufacturing districts.	a minimum easement width of 50 feet for a roadway access or, for driveways, the minimum width of a two-way driveway is required.	20-acre minimum 15-foot berm 1,000 feet from residential zoning
Lake County *Appendix E*	Not addressed	Minor Lot Splits and Family Density Exception	No
Manatee County *Section 531.41*	Shooting Range Rural Recreation Special use permit in Agricultural districts only.	Anything platted.	Minimum 70 acres earthen berm or masonry fence (minimum six (6) feet high)
Orange County *Sections 38-77*	Not addressed	All development.	No
Osceola County *Chapter 3, Article 3.4.4*	Gun Range (Outdoor) Only in agriculture outside urban service boundary and Industrial IN and IG districts	All development.	No.
Seminole County *Sec. 30.9.8*	Gun Club	All development.	The Board of County Commissioners shall not place any restriction or condition on a gun club
Volusia County *Section 72-2*	Outdoor entertainment and recreational uses and structures	Commercial, industrial and multifamily	No.
City of Lakeland *Article 2, Sec. 2.6 Article 4, Sec. 4.11*	Outdoor Gun Ranges Conditional uses in Commercial C-2, C-4, C-5 and all Industrial Districts	All non-single family residential development.	No.
City of Winter Haven *Sec. 21-531, 21-191*	Outdoor Commercial Recreation Commercial C-3 and C-4, I-1	All land subdivisions must have 20 feet of public road frontage	No.

The data gathered in the survey supports the assertion that access for lower volume uses can be provided via easement rather than mandating an arbitrary condition of ownership over purpose. There were also a few jurisdictions that steered away from any regulations of firearms practices.

Consistency with the Comprehensive Plan

The request is consistent with the Comprehensive Plan's requirements for roadway access. POLICY 2.128-C2 of the Comprehensive Plan states that "*Non-residential development shall have direct frontage on a paved public road except as otherwise provided herein. Non-residential and multi-family residential developments may gain access to a paved public road through a county approved, private internal service road*." This request allows firearms ranges serving 50 or fewer daily attendees to utilize "*a county approved, private internal service road*" as primary access. POLICY 2.128-C3 of the Comprehensive Plan states that "*All tracts of land to be developed for non-residential and residential purposes shall have sufficient ingress and egress for fire trucks, ambulances, police cars and other emergency vehicles*." This amendment requires the construction of an access easement that provides sufficient ingress and egress for fire trucks, ambulances, and police vehicles. The request is also consistent with policies addressing the locations for recreational facilities in POLICIES 2.125-E1 and E2 along with POLICY 2.117-A1.

Consistency with the Florida Statutes

The Florida Statutes 790.15(4) states that it is a first-degree misdemeanor to discharge a firearm in areas where the residential density or zoning district allows one or more units per acre. This is why it is essential to locate firearms ranges in more remote areas away from population. In rural areas, there are often fewer properties with direct frontage on a paved road.

Comments from Other Agencies: Input into the review of this ordinance was provided by Polk Fire Marshal's Office.

Draft Ordinance: under separate attachment

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS, POLK COUNTY, FLORIDA, LAND DEVELOPMENT CODE AMENDMENT LDCT-2026-3, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, AMENDING CHAPTER 3, CONDITIONAL USES, SECTION 303, CRITERIA FOR CONDITIONAL USES FOR HIGH INTENSITY RECREATION TO ALLOW ACCESS VIA EASEMENT FOR FIREARMS RANGES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Local Government Comprehensive Plan and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt Land Development Regulations consistent with the Polk County Comprehensive Plan; and

WHEREAS the Board of County Commissioners adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code; and

WHEREAS, Chapter 9, Section 903 of the Land Development Code requires Land Development Code Amendments to be a Level 4 Review; and

WHEREAS, Chapter 9, Section 907 sets forth the purpose and review process for Level 4 Reviews; and

WHEREAS, pursuant to Section 125.67 of the Florida Statutes, every ordinance shall embrace but one subject and matter properly connected therewith; and

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on May 6, 2026; and

WHEREAS the proposed text amendment to the Polk County Land Development Code is intended to firearms ranges on properties with access only via easement in a limited manner; 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 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 findings set forth in the recitals to this Ordinance are true and correct and hereby adopted. In addition, the Board hereby adopts and incorporates herein the staff report and makes the following findings based upon the staff report, testimony, and exhibits presented during the hearing:

a) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on May 6, 2026, to consider the LDC text amendment contained within the Application and found it to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC text amendment contained within the Application.

b) Pursuant to Section 907.D.10 of the LDC, the Board shall, in the review of the Application, consider the following factors:

   a. Whether the proposed text amendment is consistent with all relevant requirements of the Code;
   b. Whether the proposed text amendment is consistent with all applicable policies of the Comprehensive Plan; and
   c. Any other matter which the BoCC may deem appropriate and relevant to the text amendment proposal.

c) The Application is consistent with all relevant requirements of the Comprehensive Plan.

d) The Application is consistent with all relevant requirements of the LDC, including without limitation, Section 907.

SECTION 2: Chapter 3, Conditional Uses, Section 303, Criteria for Conditional Uses, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to change the following sub-sections:

Section 303 - Criteria for Conditional Uses

The following land uses are conditional uses and are arranged in alphabetical order for presentation purposes.

…

Recreation, High Intensity *(Revised 10/2/12 - Ord. 12-030; 5/20/09 - Ord. 09-023; 11/27/02 - Ord. 02-83)*

All High Intensity Recreation Facilities shall comply with all applicable standards and all of the following conditions:

In addition to the applicable district regulations in Table 2.2, the following standards shall apply:

1. All outdoor lighting shall be directional and shall not directly radiate onto adjacent properties.
2. All structures and associated activities located in or adjacent to residential districts shall be limited to operation from 7:00 a.m. to 10:00 p.m.
3. All ~~access points~~ high intensity recreation facilities shall have at a minimum 50 feet of road frontage on a paved public road. For firearms ranges without frontage on a

paved road meeting County standards, access shall be allowed via an easement provided the following conditions are met:

a. The easement has a minimum width of 20 feet;
b. The easement does not exceed 0.50 miles (2,640 feet) in length from the nearest paved road;
c. The construction of the easement provides sufficient ingress and egress for fire trucks, ambulances, and police vehicles;
d. The firearms range serves no more than 50 daily attendees; and,
e. The easement is supported by the joinder and maintenance agreement with, and consent of, all fee simple owners under easements to the use of the easement by the subject parcel(s). If joinders are provided for the easement, it shall be accompanied by an ownership and encumbrance report based on the legal description of the easement.

4. Buildings or structures used for or in connection with any such use shall be located at a minimum of fifty feet from adjoining property which is in a residential district.
5. Off street parking or loading spaces shall be located at a minimum of fifty feet from adjoining property which is in a residential district.
6. Any proposal for a recreational facility in a location that will render a legal use nonconforming shall require a Level 3 Review.
7. Food and retail sales shall be limited to concessions during events. Continual food or retail sales or services provided at High Intensity Recreation Facilities shall require a Level 4 Review. During the Review the Board shall determine that the activity meets the following criteria:
   a. The activity is clearly subordinate and incidental to the primary recreational use; and,
   b. The activity is directly related to the performance of the recreational activity.
8. Alcohol sales shall be limited to One, Two or Three Day Permits (ODP or SODP), no more than three (3) times per year per location (at the time of adoption, this license was referenced to Section 561.422 F.S).
9. RV Camping shall be limited to 10% of the facility and restricted to stays of 30 days or less.
10. The required number of parking spaces shall be determined by DRC during Level 2 Review using the following information provided by the applicant:
    a. Average daily attendance,
    b. Maximum peak event attendance; and,
    c. Off-site parking alternatives.

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 _____ day of _____, 2026.

LDCT-2026-3 - Recreational Use Easements

Menu Reports Help

Application Name: Recreational Use Easements

File Date: 02/06/2026

Application Type: BOCC-LDC Text Change

Application Status: Revisions Required

Application Comments:

View ID	Comment	Date

Description of Work: This is a text amendment to the Land Development Code to allow certain recreational activities to have access via easements subject to meeting a list of criteria.

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
Tom Wodrich, AICP, TDW...		Engineer	Mailing, 218 E. Pine S...	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
03/05/2026

DRC Meeting Time
possibly 11:30 AM

Rescheduled DRC Meeting
–

Rescheduled DRC Meeting Time
–

Number of Units
–

Green Swamp
No

Is this Polk County Utilities

Case File Number
–

FS 119 Status
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
05/06/2026

BOA Hearing Date
–

1st BOCC Date
06/02/2026

2nd BOCC Date
06/16/2026

HEARING

PC Hearing Results
–

PC Vote Tally
–

BOCC 1st Hearing Results
–

BOCC 1st Vote Tally
–

BOCC 2nd Hearing Results
–

BOCC 2nd Vote Tally
–

FINAL LETTER

Denovo Appeal
–

Denovo Results
–

Denovo Tally
–

LD_PUBL_HEAR_EDL

Opening DigEplan List...

DigEplan Document List
–

PLAN REVIEW FIELDS

TMPRecordID
POLKCO-26EST-00000-06785

DocumentGroupforDPC
DIGITAL PROJECTS LD

RequiredDocumentTypes
–

RequiredDocumentTypesComplete
Yes

AdditionalDocumentTypes
Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion

Activate DPC
Yes

Activate FSA
Yes

DigitalSigCheck
Yes

PLAN UPLOAD ACKNOWLEDGEMENT

Upload Plans Acknowledgement
√

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 ...	02/07/2026	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Not Required	02/23/2026	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	02/16/2026	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	02/11/2026	Kim Turner
Planning Review	Erik Peterson	Resubmittal ...	02/20/2026	Erik Peterson
School Board Review	School District	Not Required	02/10/2026	School District
Review Consolidation	Lyndsay Rathke	Resubmittal ...	02/26/2026	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

LDCT-2026-3: Text Amendment Justification

This is a text amendment to the Land Development Code for Recreation, High Intensity, to allow certain recreational activities to have access via easements subject to meeting a list of criteria. This is for the types of uses that are, by their nature, dependent upon the rural/wild/remote/natural setting and are best functioning when there are few urban improvements and impediments. For example, hunting and wildlife interactions when vehicles can travel at higher speeds down a paved road. Even the paving of the road itself creates a permanent negative impact on the land, severing wildlife habitats and putting wildlife at greater risk.

In addition to the environmental impacts that are incongruent with these types of uses, the cost of paving deep into the woods is a substantial financial burden, and is cost prohibitive in most cases because of the low financial return from uses like ropes training courses, retreat areas, shooting clubs, primitive campgrounds, hunting areas and similar uses. The uses that are under consideration for this text amendment are limited by the revised text language to those groups or classes with lower daily volumes of people (and traffic) that also depend upon being as remote as possible. For some of the allowable uses in Recreation, High Intensity, the use itself requires them to be far away from public access and exposure due to gun fire.

Requiring road frontage or mandating access on a County paved road over a private road (built to County standards) doesn't ensure the actual recreational use will begin at the road's edge or be any more suitable for public safety access just because they meet that road frontage standard. The Flaming Arrow Boy Scout Camp's pavement stops over 0.50 miles away from the camp activities. Unpaved access (and often via easement) for emergency vehicles and the visitors is more than adequate, and most often preferred. The value and purpose of these types of Recreational uses is greatly enhanced by the remote, lower impact natural setting that engulf them, and limiting pavement and other urban characteristics is the contrast from daily life that people expect when visiting these areas.

The low traffic generation and infrequency of use that characterize these access drives also contributes to them not being financially feasible to pave for their longer distances. The better solution is to have a stabilized road surface that is sufficient for emergency service vehicle access, similar to what the County and State have done with some of their recreational areas. For example, some of the original Van Fleet Trailheads (Deen Still and Green Pond Road trailheads) were built on open grade mix or unpaved roads, and most of the Teneroc Recreation Area and Hilochee Wildlife Management Areas are accessed via unpaved roads.

This text amendment continues to support the Land Development Code and Comprehensive Plan intents to provide safe access, and it proposes to allow a lower-impact types of access for a limited array of uses that can meet a narrow set of criteria. These types of uses are low traffic volume generators, often with private access that reach far back into the wilderness in order to maintain the natural, wild, and open habitat that are at their foundation and support their purpose.

Proposed Text:

Amending Section 303 – Recreation, High Intensity, #3:

Current text:

3. All access points shall have at a minimum 50 feet of road frontage on a paved public road.

Proposed text:

3. All ***development sites*** ~~*access points*~~ *shall have at a minimum 50 feet of road frontage on a paved* ~~*public*~~ *road* ***meeting County standards. For lots without frontage on a paved road meeting County standards, access shall be provided to the development site meeting the following criteria:***
a. Have a minimum width of 20 feet;
b. Not exceed 0.50 miles (2,640 feet) in length from the nearest paved road without a waiver approved by the Planning Commission pursuant to LDC Section 932;
c. Provide for sufficient ingress and egress for fire trucks, ambulances, police cars and emergency vehicles;
d. Have no more than 50 Average Annual Daily Trips (AADT);
e. Be supported by the joinder and consent of all fee owners under easements to the use of the easement by the subject parcel(s). If joinders are provided for the easement, it shall be accompanied by an ownership and encumbrance report based on the legal description of the easement. In lieu of joinders, an applicant may provide a legal opinion from a licensed Florida attorney stating a lot has legal access, along with supporting documentation; and,
f. Be subject to a Level 1 Review and be provided written approval of same prior to obtaining a building permit.

Agenda Item N.4. 6/2/2026

SUBJECT

Public Hearing (LDCT-2026-8 ATMs & Vending Machines) (First Reading) to consider the adoption of an ordinance amending the Land Development Code to add standards and definitions for stand-alone vending machines and automated teller machines. (No Fiscal Impact)

DESCRIPTION

This is a County-initiated LDC Text Amendment request to Chapter 2, Section 214, to add standards for stand-alone vending machines and automated teller machines; and Chapter 10, Definitions, to add definitions. State law requires one Planning Commission hearing, which was held on May 6, 2026, with a recommendation for approval by a 5:0 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

After the second reading on June 16, 2026:

Approve

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Ian Nance, Principal Planner

Land Development Division

(863) 534-7621

ivannance@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	April 16, 2026	**Level of Review:**	Level 4 Review
PC Date:	May 6, 2026	**Type:**	LDC Text Amendment
BoCC Date:	June 2, 2026 June 16, 2026	**Case Numbers:** **Case Name:**	LDCT-2026-8 ATMs & Vending Machines
Applicant:	Polk County	**Case Planner:**	Ian Nance

Request:	A County-initiated LDC Text Amendment to add standards and definitions for stand-alone vending machines and automated teller machines.
DRC Recommendation:	Approval
Planning Commission Vote:	Approve 5-0

Among the changes to Chapter 2:

- Add Section 214 to provide standards for stand-alone ATMs and Vending Machines. Standards provide for location criteria, level of review, setbacks, the use of drive-thru facilities, and limitations to the size of these machines.

- Provides a clause to remove inoperable machines.

Among the Changes to Chapter 10, Definitions:

- Adding definition for “Automated Teller Machine, Drive-thru & Stand-Alone.”

- Adding definition for “Vending Machine, Stand-alone”.

Summary:

The Land Development Code (LDC) does not have standards pertaining to stand-alone ATMs or vending machines. A drive-thru & stand-alone ATM is a self-service banking terminal designed for customers to perform financial transactions from their vehicles without visiting a bank branch, while a stand-alone vending machine is a drive-up, automated kiosk designed to sell and dispense products, such as ice and/or water, directly to consumers without the need for an onsite salesperson or cashier.

Stand-alone vending has become popular in recent years for their convenience, especially in the case of ice and water vending. They typically utilize unused parking in large retail plazas for easy access for motorists. Stand-alone and drive-thru ATMs, on the other hand, fill a need as financial institutions downsize. As a "stand-alone" unit, both operate independently of other structures, requiring only a standard electrical connection for County permitting purposes.

Neither use fits the category of traditional accessory uses or structures, as they are not always related to the primary use on a site. As such, and without written criteria, the Building and Land Development divisions have had difficulty consistently directing applicants to the correct standards. Currently, they are being processed as new commercial applications through Building and are permitted with acknowledgment from Land Development on whether a Level 2 Review is required for issuance of a permit.

This amendment will formalize this process while providing necessary criteria for location and levels of approval; setbacks and variances; drive-thru facilities; and limitations, including size of the machine, and impacts on parking spaces and vehicular travel within a parking lot. Finally, this amendment will require inoperable machines to be removed or replaced in a timely manner.

Ultimately, while this amendment will add regulations to the LDC, provisions within this ordinance will provide for lessened restrictions, such as with setbacks, and provide clear paths for permitting for both applicants and County staff.

Relevant Sections, Policies, and/or Regulations to Consider:

LDC Table 2.1 Use Table
LDC Section 206 Accessory Uses
LDC Section 303 Conditional Use Criteria
LDC Chapter 4 Special Districts Use Tables
LDC Chapter 5 Green Swamp Area of Critical State Concern
LDC Section 708 Parking Space Requirements
LDC Chapter 10 Definitions

Findings of Fact

- *A County-initiated LDC Text Amendment to add Section 214, Stand-alone ATMs & Vending Machines, to Chapter 2 for standards and definitions for stand-alone vending machines and automated teller machines.*

- *LDC Chapter 10 defines Structure as, "Any building, sign, wall, fence, or similar physical obstruction placed or erected with or without footers or foundation including all other man-made facilities or infrastructures placed upon a piece of property for any purpose."*

- *LDC Chapter 10 defines Accessory Structure as, "A structure, which is customarily associated with, subordinate in size and incidental in use to the principal structure and located on the same site."*

- *LDC Chapter 10 defines Accessory Use as, "A use which:*

    1. *Is clearly incidental to, customarily found in association with, and serves a principal use;*

    2. *Is subordinate in purpose, area, and extent to the principal use served;*

3. *Is located on the same lot as the principal use, or on an adjoining lot in the same ownership as that of the principal use; and*

4. *Is not the principal use."*

- *Ice and water vending machines in Florida are regulated primarily by the Florida Department of Agriculture and Consumer Services.*

- *LDC Section 912 allows any property owner, BoCC, or agency to apply to the Department to amend the text of this Code, the text of the Comprehensive Plan, or the Future Land Use Map Series (FLUMS) in compliance with procedures prescribed by the Department.*

- *This application has been reviewed for consistency with applicable Comprehensive Plan and LDC policies.*

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-2026-28.**

Analysis:

It is critical within this amendment to differentiate and define what a stand-alone ATM or vending machine is apart from what might otherwise be considered. These are isolated conveniences typically sited within a developed non-residential development, apart from a primary structure, and which encourage drive-up or drive-thru designs. For ATMs, these are not units found within a gas station, attached to the front of a grocery store, or within a bank drive-thru. Stand-alone vending machines are larger in scale to those that dispense sodas or snacks on the outside of a building. They are retail uses but are un-manned and require little infrastructure aside from a water line (for ice and water vending), electricity, and the use of a couple parking spaces.

Currently, no guidance is provided for applicants or staff for permitting these. Staff has accepted permits in non-residential districts, in conjunction with developed non-residential uses, while applying district setbacks. No engineered site plans have been required, only an electrical permit. However, questions have been raised, again by applicants and staff, about guidelines on the placement of these units and their impact on parking requirements. Setbacks, too, have been a point of concern. Both uses require visibility from the road to be useful to the consumer. Technically, accessory structures are intended to be to the side or rear of the primary structure.

For this reason, staff finds it appropriate to create a section within the LDC tailored towards the success of these uses apart from other accessory structures or uses. Staff is proposing reducing the setbacks from all rights-of-way (ROW) to 15 feet, the least-restrictive ROW setback currently in the Code. This is significant, especially along arterial roadways where setbacks are 50-65 feet, depending on classification. However, along these roads, the ROWs themselves are wide, typically to accommodate utilities, drainage structures, and/or future road widening, and the standard

setbacks push these machines further from the edge of pavement and the attention of motorists creating a burden on placing these machines along these roadways, especially when sited within older developments.

To reduce this setback currently requires a variance approval through the Land Use Hearing Officer (LUHO). On March 26, 2026, the LUHO approved a ROW setback for reduction for an ice vending machine at 2787 Recker Highway. With dual frontages along a Minor Arterial (50-foot-setback) and Urban Collector (35-foot-setback), applying the setbacks would have placed the machine within the drive aisles of the existing retail plaza.

Reducing the setback to 15 provides for more flexibility overall; however, in this case, the request was to reduce the setback from 50 to 5 feet from the Recker Highway ROW. Staff recommended approval of this because between the edge of pavement on Recker and the edge of the parking lot where the ice vending machine was to be placed was an intervening 25-foot-wide drainage swale in the ROW. So, the proposed machine was ultimately set back 30 feet from the edge of pavement.

For future cases, this amendment proposes moving ROW variance approvals for these machines from the purview of the LUHO to Land Development staff based on Variance Criteria currently found in the LDC, the same as how setback variances for signs are approved. Staff advises this since ROW setbacks in commercial districts have less to do with impacts on neighbors and aesthetics, and more about impacts to the layout and infrastructure within a development (parking & vehicular circulation) and in the ROW (drainage). In short, it is a technical review. All other district setbacks (side & rear) will be applied, and variances from these will require LUHO approval due to potential impacts on neighbors.

For ATMs, a trend is emerging as banks downsize to provide for independent cash dispensing kiosks, rather than providing for the traditional ATM at a storefront or as a dedicated lane within a drive-thru financial institution. Again, these are often sited within a developed retail plaza with a drive-thru so motorists do not leave their vehicles. The same setbacks will apply as above, but criteria for a drive-thru facility will be applied.

In reality, the reduction of setbacks will only benefit unusual cases when siting these. Those placed within retail plazas will likely exceed 15 feet from the ROW as they will be placed internal to landscaping buffers, drive aisles, etc. What is important with all of these is to ensure that the placement of vending machines and ATMs do not adversely impact parking requirements and safe vehicular travel. The largest ice vending units are approximately 200 sq. ft. Complete with a foundation and bollards, they typically require the area of approximately two parking spaces. The ordinance prohibits the placement of these units if it decreases the number of parking spots to below what is required by Code for the primary use (s) onsite.

In conclusion, staff and applicants have cobbled together various policies within the Code to allow the permitting of these uses. This ordinance provides clearer instruction for Land Development, Building, and applicants, while reducing some burden on applicants.

Benefit-cost Analysis of the Amendment

Who does it help?

This amendment will aid staff and applicants in knowing which standards apply for these uses. Currently, staff has relied on interpretations of the Code for permitting purposes. The reduced setback allows for flexibility when siting these uses. An administrative variance reduces the wait time for an applicant to have a right-of-way setback reduction approved, if the variance criteria can be met.

Who does it hurt?

No harm is anticipated by this text amendment, though some might argue that allowing a large vending machine close to the road affects the aesthetics of an area. A larger harm is not having standards within the LDC. This leads to inconsistent application of standards and confusion between staff and applicants.

What is the cost?

Staff finds there should be no fiscal impacts with this amendment.

Comparisons to other Jurisdictions:

For regulatory comparisons, staff commonly surveys counties along the I-4 corridor; those with a comparable mix of rural, suburban, and urban development like Polk; and the largest cities within Polk. This method of selection creates a survey of 18 total local jurisdictions. The table below reviews standards for stand-alone vending machines and ATM kiosks.

Table 1

Jurisdiction *(Code citation)*	**Specific Vending Machine Standards**	**Specific ATM Kiosk Standards**
Alachua County	No	No
Brevard County	No	No
Duval County	Speaks to customary vending machines.	ATMs shall be located inside principal structures to the greatest extent possible.
Hardee County	Outdoor Vending Machines (excludes newspaper racks, payphones, air pumps, vacuum machines, and ATMs). (a) shall be located within a clearly delineated, contained, architecturally screened area. (b) Decorative structures…shall be used to contain the vending machine area if the existing architecture or building form does not already contain a location. (c) Shall be coordinated with the architectural features of the building when possible. (d) Shall not cover up or obscure existing architectural features.	No
Highlands County	No	No
Hillsborough County	Vending machines are a permitted accessory use when located inside a principal establishment or on the sidewalk(s) adjacent to	Listed in Use Table. Lighting requirements per state regulation.

Jurisdiction *(Code citation)*	Specific Vending Machine Standards	Specific ATM Kiosk Standards
	the exterior wall(s) of the establishment. Vending machines in other locations are regulated as accessory structures.	
Lake County	No	No
Manatee County	No	No
Orange County	Listed in Use Table.	Lighting per state regulation.
Osceola County	No	No
Seminole County	Screening required in special non-residential overlay.	No
Volusia County	No	No
Auburndale	No	No
Bartow	No	No
Haines City	Under "Outside Operations." A site plan shall be provided distinguishing the proposed outdoor display area and the items proposed outdoor display, i.e. vending and/or ice machines.	No
Lakeland	Prohibited in Neighborhood Convenience Centers	No
Lake Wales	Vending machine shelters that serve the public…may be located within the front yard, but no closer than 15 feet to the front property line.	No
Winter Haven	No	No

Mostly, the jurisdictions surveyed did not address the uses proposed in this amendment. References to vending machines had more to do with traditional "snack machines," newspaper vending, or roadside produce vending. This is not to say these vending machines and ATMs are prohibited, rather they are lumped under accessory structures, accessory uses, or outdoor sales/retail.

For instance, the city of Lakeland considers these to be accessory structures which must meet the setbacks for accessory structures. There must be a primary commercial structure already on the property, and they cannot be in any required parking space or vehicle use area like where the waste collection truck needs to access the solid waste bin.

Limits of the Proposed Ordinance

This amendment applies to non-residential Future Land Use districts, including in the Green Swamp Area of Critical State Concern.

The Florida Department of Commerce requires a 45-day review on all policy changes affecting development in the Green Swamp Area of Critical State Concern regardless of whether it has a direct relationship to the primary purpose of the Critical Area, which is aquifer recharge and protection. Therefore, this request will be reviewed by the state. Staff believes that this amendment will have no impact on the Critical Area.

These standards are being created and implemented in order to protect the public health based on unique conditions arising from the location of these facilities (flow of traffic, pedestrian safety, etc.) and the County's interest in promoting the health, safety and welfare of its residents and

visitors. Nothing in these LDC provisions are intended to circumvent, conflict with or supersede the requirements and restrictions of Section 500.459 or 500.511(3), Florida Statutes.

Consistency with the Comprehensive Plan & Land Development Code

The request is consistent with the Comprehensive Plan and the Land Development Code. This is reconfiguring standards already applicable in the Code.

Comments from Other Agencies: This text amendment was reviewed by members of the Development Review Committee without further comment.

Draft Ordinance: Under separate attachment

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2026-8, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, ADDING CHAPTER 2, SECTION 214, FOR STANDARDS FOR STAND-ALONE VENDING MACHINES AND AUTOMATED TELLER MACHINES; CHAPTER 10, DEFINITIONS, TO ADD DEFINITIONS; 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 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 May 6, 2026; and

WHEREAS, the proposed text amendment to the Polk County Land Development Code to add standards for stand-alone ATMs and vending machines; and

WHEREAS, the Board of County Commissioners held two public hearings on June 2, 2026, and June 16, 2026, wherein the Board reviewed and considered the Planning Commission's recommendation, the staff report, and all comments received during said public hearings, and provided for necessary revisions; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Polk County, Florida that:

NOTE: The underlined text indicates proposed additions to the current language. The ~~strikeout~~ indicates text to be removed from the current ordinance.

SECTION 1: FINDINGS The Board hereby finds and determines that:

a) The findings set forth in the recitals to this Ordinance are true and correct and hereby adopted.

b) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on May 6, 2026, to consider the LDC text amendments contained within Application LDCT-2026-8 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2026-8.

c) The adoption of LDCT-2026-8 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Chapter 2, Section 214, Stand-alone ATMs & Vending Machines, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 214 - Stand-alone ATMs & Vending Machines

The section is intended to provide for the permitting of stand-alone & drive-thru Automated Teller Machines (ATMs) and stand-alone vending machines. These units operate independently of other structures onsite, typically requiring only a standard electrical connection and a specific, stationary location usually within a parking lot of an established non-residential development.

These following standards are intended to protect the public health based on unique conditions arising from the location of these facilities (flow of traffic, pedestrian safety, etc.). These provisions are not intended to circumvent, conflict with, or supersede the requirements and restrictions of Section 500.459 or 500.511(3), Florida Statutes.

A. Location

1. Stand-alone ATM kiosks and vending machines may be located and permitted within a developed non-residential property through a Level 1 Review.

2. Stand-alone ATM kiosks and vending machines may be located and permitted on a vacant non-residential property as a primary use, subject to LDC Section 704. Minimum requirements include a commercial vehicle driveway apron and Type "A" landscaping unless stricter standards apply.

B. Setbacks

1. Stand-alone ATM kiosks and vending machines, including the supports of awnings and/or coverings, shall be set back a minimum of 15 feet from public rights-of-way. Side and rear setbacks shall follow the land use district requirements.

    i. Right-of-way setback variances may be granted in accordance with criteria found in Section 931 and approved or denied by the Land Development Division Development Review Committee.

    ii. Side and rear setback variances shall be approved or denied by the Land Use Hearing Officer in accordance with LDC Sections 930 and 931.

2. No stand-alone ATM kiosk or vending machine shall be located within 50 feet of the property line of a residentially-developed or residentially-designated property.

C. Limitations

1. All uses in this Section with a Drive-thru Facility shall adhere to the standards in Section 206.T.

2. If any use under this Section is located within an established parking area, it shall neither reduce the overall number of parking spaces below the minimum required for the principal use (s) of the property, nor have a material adverse effect on the overall traffic circulation of the parking area.

3. Individual kiosks and vending machines are limited to no more than 220 sq. ft., not including space required for foundations, bollards, canopies, and awnings.

4. All kiosks and vending machines shall remain in operable condition. Damaged or inoperable machines shall be repaired, replaced, or removed. If a unit is removed, the site shall be restored to its original condition and purpose as approved by the site plan of the underlying development.

SECTION 3: Chapter 10, Definitions, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

…

AUTOMATED TELLER MACHINE, DRIVE-THRU & STAND-ALONE: A drive-thru & stand-alone automated teller machine (ATM) is a self-service banking terminal positioned on an island or at the edge of a parking lot and designed specifically for customers to perform financial transactions from their motor vehicles without visiting a bank branch.

…

VENDING MACHINE, STAND-ALONE: A drive-up, automated kiosk designed to sell and dispense products, such as ice and/or water, directly to consumers without the need for an onsite salesperson or cashier. As a "stand-alone" unit, it operates independently, requiring only a standard electrical connection and a specific, stationary location typically within a parking lot of an established non-residential use. These do not include standard vending machines located within a store or along the storefront.

…

SECTION 4: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE

This ordinance shall become effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this 16th day of June 2026.

Stand-Alone Ice Machine, ATM, and Vending Machines LDC Text Amendment

This is a staff-initiated LDC Text Amendment to add standards into Chapter 2 for stand-alone vending machines, such as ice machines, and ATMs that utilize drive-thrus, either on their own parcel or in conjunction within a retail development.

Currently, the LDC is silent on these machines, but they often require reduced setbacks from the rights-of-way that require a variance. Staff needs to evaluate their impact on parking in an established development and determine if further review is required onsite.

Pursuant to Resolution No. 2022-089, the following individuals are requested to be recognized as experts for land use cases presented under expedited hearing procedures:

- Benjamin A. Dunn, CPM – Director, Office of Planning and Development
- Benjamin J. Ziskal, AICP, CEcD – Director, Land Development Division
- Chanda Bennett, AICP, CPM – Comprehensive Planning Administrator
- Erik Peterson, AICP – Planning Administrator
- Mark Bennett, AICP, FRA-RA, CNU-A - Senior Planner
- Ian Nance – Senior Planner
- Robert Bolton – Planner III
- Johnathan Sims – Planner II
- Aleya Inglima - Planner II
- Andrew Grohowski - Planner II
- Kyle Rogus - Planner I

Ivan (Ian) A. Nance

(863) 534-7621
ivannance@polk-county.net

Skills Summary

- Outgoing, creative, and independent individual with excellent communication, time management, networking, budgeting, and writing skills.

- Strong computer skills including familiarity with Microsoft Office, Outlook, PowerPoint, Adobe Reader, and social media programs.

- Ability to use a variety of sources to conduct qualitative and quantitative research and present findings in a clear, concise format.

Employment History & Accomplishments

Polk County Board of County Commissioners (BoCC) **December 2017 – Present**

Principal Planner – Land Development

- Planning Commission Coordinator
    - Assign Planning Commission and BoCC cases to Land Development planners and track progress.
    - Write and present amendments and ordinances to Polk County's Land Development Code (LDC) and Comprehensive Plan.
    - Conduct analysis of development applications and write staff reports to support the findings.
    - Create slideshows and present cases before BoCC, Planning Commission, and Land Use Hearing Officer.
- Development Review Committee (DRC) Chair
    - Review Pre-Application Requests and provide written response.
    - Serve as liaison for Planning during face-to-face DRC meetings and follow-up with citizens as necessary.
- Site Plan Review
    - Review engineered site plans for compliance with the Comprehensive Plan and LDC.
    - Conduct research for non-conforming use determinations and land use verification letters.

Freelance Writer **February 2012 – Present**

- Published in the *Lakeland Ledger, Orlando Sentinel*, *Florida Game & Fish*, *Lakelander*, *Florida Sportsman*, and *Petersen's Hunting*.

ADEPT Community Services **February 2010 – December 2017**

Support Coordinator/Team Leader

- Coordinated service providers for developmentally disabled Medicaid Waiver Consumers. Created service budgets, request, and justify services through written Support Plans, and maintain consumer files. Serve as advocate for consumers.

- Supervised 4-5 other coordinators. Worked closely with Supervisor on Quality Assurance, Billing, and Human Resources objectives. Visited with consumers and their families to discuss goals and issues with service.

Polk County School Board **October 2008 – February 2010**

Substitute Teacher

Supplemental Instructional Services, Inc **July 2007 - July 2008**
District Coordinator

- Launched company's program in Polk County. Recruited, interviewed, trained, and managed a team of 12 tutors over 8 elementary schools.
- Marketed company and enrolled families at provider fairs.
- Wrote Service-Learning Plans as a contract between parents, company, and School Board for establishing academic goals and benchmarks for achievement.
- Created and delivered monthly invoices to Polk County School Board for company's service and maintained legal documents including leasing information, progress reports, and attendance information.

Polk County School Board **January 2004 - April 2006**
Substitute Teacher

Mulberry Corporation **May - August 1999, 1998**
Administrative Assistant

Education

Master's Degree in Public Administration, 2006
University of Central Florida
Orlando, FL

B.A. Degree in Political Science, 2003
University of Florida
Gainesville, FL

Agenda Item O.1. 6/2/2026

SUBJECT

Public Hearing to consider adoption of a resolution to vacate a portion of a platted public utility easement as shown on the plat of Shadow Wood Unit 2, Winter Haven. (No fiscal impact)

DESCRIPTION

The County received a petition from Christopher A. Desrochers, as authorized representative for Brion G. Babula and Janet F. Babula to vacate a portion of a platted public utility easement lying within Lots 6, 20 and 21, as shown on the plat of Shadow Wood, Unit 2, recorded in Plat Book 68, Page 28, Public Records of Polk County, Florida. The subject easement is located in Section 35, Township 28 South, Range 25 East.

The plat filed in 1979, dedicated all rights-of-way and easements shown thereon to the use of the public. The Petitioners own lots 6, 20 and 21 within the plat which are bisected by a 15-foot wide platted public utility easement. The Petitioners recently installed solar panels which led to the discovery that, in addition to the panels, the residence, pool and workshop are located within, and across, the utility easement. The Petitioners requested the vacation of the platted utility easement lying within their property in order to clear the existing encroachments. After a review of the Petitioner's request, it was determined that the remainder of the utility easement to the northeast and to the southwest would be unusable and therefore unnecessary. Staff is requesting that the remainder of the easement lying over the rear of Lots 5, 7, 19, 22, 23 and 24 of said plat also be included in the vacation. Vacating the platted utility easement will remove the public's interest in the subject area and eliminate the encroachments by the Petitioner's improvements. Additionally, it will allow the Petitioner and remaining property owners encumbered by the easement to more fully utilize their properties.

Charter Communications the City of Auburndale, Florida Public Utilities, Frontier Communications, and TECO have no objections to the proposed vacation.

The Roads and Drainage Division, Office of Planning and Development, and Utilities Division have no objections to the proposed vacation.

RECOMMENDATION

Request Board adopt a resolution to vacate a portion of a platted public utility easement as shown on the plat of Shadow Wood, Unit 2, as fully described in the legal description contained in the resolution attached hereto.

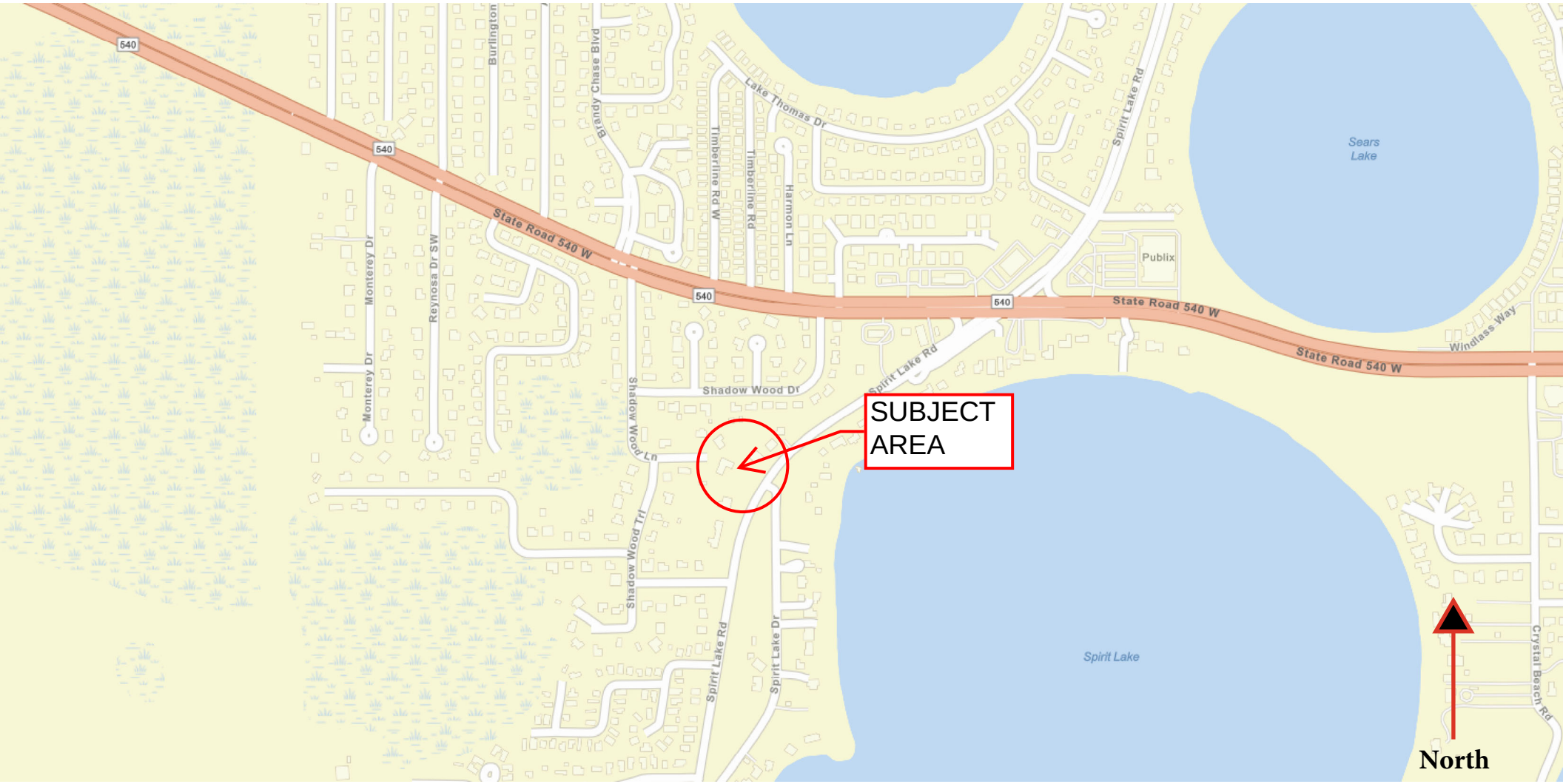
FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

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

Section 35, Township 28 South, Range 25 East



Section 35, Township 28 South, Range 25 East



0 40 80 160 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

March 25, 2026

N
W E

Section 35, Township 28 South, Range 25 East



0 40 80 160 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

March 25, 2026

K&E 17 0493 12-78 MC 8789+

SHADOW WOOD UNIT 2

A SUBDIVISION OF A PORTION OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA

NORTH
1" = 100'

CURVE DATA				
NO.	RADIUS	TANGENT	CENTRAL ANGLE	ARC LENGTH
1	70'	70'	90°	109.96'
2	100'	100'	90°	157.08'
3	130'	130'	90°	204.20'
4	60'	12.21'	23°00'23"	24.09'
5	60'	9.72'	18°24'12"	19.27'
6	60'	42.96'	71°12'26"	74.57'
7	60'	27.37'	49°02'17"	51.35'
8	60'	37.52'	64°02'41"	67.07'
9	60'	49.05'	78°31'46"	82.24'
10	60'	3.33'	6°21'19"	6.66'
11	60'	18.89'	34°56'53"	36.60'
12	354.86'	44.42'	14°16'15"	88.39'
13	354.86'	10'	3°13'45"	20'
14	324.86'	50'	17°30'00"	99.22'
15	294.86'	45.38'	17°30'00"	90.06'
16	679.71'	10'	1°41'09"	20'
17	679.71'	39.51'	6°39'14"	78.94'
18	679.71'	30.27'	5°06'02"	60.51'
19	679.71'	24.12'	4°03'55"	48.16'
20	649.71'	100'	17°30'00"	198.44'
21	619.71'	41.49'	7°39'38"	82.86'
22	619.71'	53.34'	9°50'22"	106.42'
23	60'	21.54'	39°29'42"	36.12'
24	60'	1.00'	1°54'53"	2.01'
25	60'	34.03'	59°07'19"	61.91'
26	60'	23.15'	42°12'00"	44.19'
27	60'	40.18'	67°36'51"	70.81'
28	60'	1.65'	3°08'47"	3.29'
29	60'	22.68'	41°24'35"	43.36'
30	60'	11.04'	20°51'18"	21.84'
31	60'	10.88'	20°33'17"	21.52'
32	60'	41.42'	69°13'53"	72.50'
33	60'	25.47'	46°00'30"	48.18'
34	60'	24.18'	43°54'08"	45.97'
35	60'	22.72'	41°28'43"	43.44'
36	60'	36.19'	62°11'56"	65.13'
37	60'	20.43'	37°36'06"	39.38'
38	60'	1.99'	3°48'29"	3.99'
39	30'	29.62'	89°15'47"	46.74'
40	1185.92'	37.12'	3°35'06"	74.20'
41	1185.92'	47.52'	4°35'23"	95'
42	1185.92'	113.35'	10°55'09"	226.01'

0 50 100 200 300
GRAPHIC SCALE IN FEET

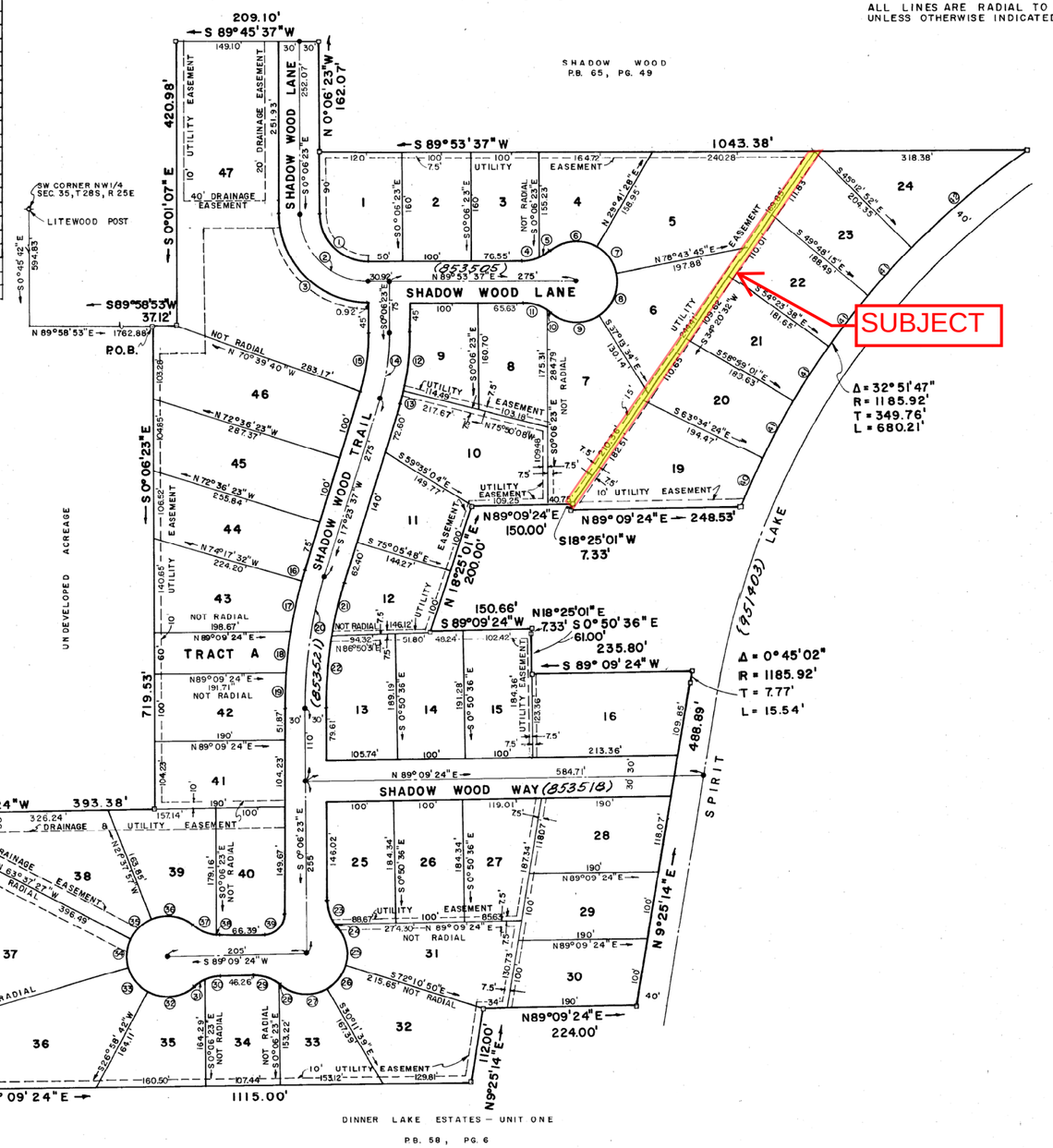
SURVEYORS NOTES

- P.R.M. INDICATES 4"X 4"X 30" CONCRETE MARKER WITH DISC STAMPED P.R.M. 2260.
- P.C.P. INDICATES DISC IN PAVEMENT OR 4"X 4"X 30" CONCRETE MARKER STAMPED P.C.P. 2260.

ALL LINES ARE RADIAL TO CURVES UNLESS OTHERWISE INDICATED.

DESCRIPTION

Commence at the Southwest corner of the NW1/4 of Section 35, Township 28 South, Range 25 East, Polk County, Florida and run thence S0°45'42"E along the West boundary thereof 594.83 feet; run thence S89°58'53"E 1762.88 feet to the point of beginning; run thence S0°06'23"E 719.53 feet; run thence S89°09'24"W 393.38 feet; run thence S32°00'00"W 485 feet; run thence N89°09'24"E 1115 feet along the North boundary and the Westerly extension thereof of Dinner Lake Estates Unit One as recorded in Plat Book 58, Page 6, Public Records of Polk County, Florida; run thence N9°25'14"E along subdivision boundary, 112 feet; run thence N89°09'24"E, along said subdivision boundary 224 feet to the Westerly right of way line of Spirit Lake Road; run thence N9°25'14"E along said right of way line 488.89 feet to the beginning of a curve to the right having a radius of 1185.92 feet and a central angle of 0°42'02"; run thence Northeasterly along said curve and right of way line an arc distance of 15.54 feet; run thence S89°09'24"W 235.80 feet; run thence N0°50'36"W 61 feet; run thence N18°25'01"E 7.33 feet; run thence S89°09'24"W 150.66 feet; run thence N18°25'01"E 200 feet; run thence N89°09'24"E 150 feet; run thence S18°25'01"W 7.33 feet; run thence N89°09'24"E 248.53 feet to a point on the Westerly right of way line of Spirit Lake Road; said point lying on a curve having a radius of 1185.92 feet, a central angle of 32°51'47" and a chord bearing N39°16'23"E, run thence Northeasterly along said curve and right of way line an arc distance of 680.21 feet; run thence S89°53'37"W, along the South boundary of Shadow Wood as recorded in Plat Book 65, Page 49, Public Records of Polk County, Florida, 1043.38 feet, run thence N0°06'23"W along said subdivision boundary 162.07 feet; run thence S89°45'37"W along said subdivision boundary 209.10 feet; run thence S0°01'07"E 420.98 feet; run thence S89°58'53"W 37.12 feet to the point of beginning.



APPROVAL: COUNTY ENGINEER

P.B. 68 PG. 28

STATE OF FLORIDA
COUNTY OF POLK

This plat is hereby approved by the Polk County Engineering Department this 5th day of June, A.D., 1979.

Gerald E. Towson
County Engineer

APPROVAL: COUNTY COMMISSION

STATE OF FLORIDA
COUNTY OF POLK

This Plat, approved this 5TH day of JUNE, A.D., 1979, by the Board of County Commissioners of Polk County, Florida.

BOARD OF COUNTY COMMISSIONERS

Attest: E.D. "Bud" Dixon, Clerk — By: Brenda Taylor, Chairman

APPROVAL: PLANNING DEPARTMENT

STATE OF FLORIDA
COUNTY OF POLK

This plat is hereby approved by the Polk County Planning Department this 5th day of June, A.D., 1979.

Director

CLERK OF CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF POLK

I, E.D. "Bud" Dixon, Clerk of Circuit Court of Polk County, Florida, do hereby certify that this plat has been accepted for recording this 8TH day of JUNE, A.D., 1979.

E.D. "Bud" Dixon
Clerk of Circuit Court

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF POLK

I hereby certify that this plat is a true and correct representation of the hereon described land which was recently surveyed and platted under my direction and supervision, and that permanent reference monuments and permanent control points have been set in accordance with Chapter 177, Florida Statutes. Survey data complies with all the requirements of Chapter 177 Florida Statutes.

ALPHA Engineering & Surveying, Inc.

Date: May 22, 1979

Robert E. Sagenkahn
Florida Land Surveyor
Florida Registration Number 2260

DEDICATION

STATE OF FLORIDA
COUNTY OF POLK

Known all men by these presents that Emerald Equities, Inc. a corporation organized and existing under the laws of the State of Florida, owner of the land shown hereon has caused this plat of *SHADOW WOOD UNIT 2* to be made and hereby dedicates to the use of the public forever, all streets, alleys, rights of way, and easements shown on this plat for the purposes indicated.

EMERALD EQUITIES, INC.

Witness
Witness Julie Adams Collier

By: Ned Sinder - President

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF POLK

I hereby certify that on this day before me, personally appeared Ned Sinder, President, Emerald Equities, Inc. to me known to be the person who executed the foregoing dedication on behalf of said corporation and he acknowledged same before me this 21st day of May, A.D., 1979.

My commission expires January 13, 1982

Julie Adams Collier
Notary Public

CONSENT TO DEDICATION

STATE OF FLORIDA
COUNTY OF POLK

Known all men by these presents that Barnett Bank of Lakeland a corporation organized and existing under the laws of the State of Florida, mortgagee of the land described hereon does hereby consent to the dedication to the use of the public forever, all streets, alleys, rights of way, and easements shown on this plat for the purposes indicated.

BARNETT BANK OF LAKELAND

Witness
Witness Julie Adams Collier

By: Morris R. Lunn Senior Vice President

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF POLK

I hereby certify that on this day before me, personally appeared Morris R. Lunn, Senior Vice President of Barnett Bank of Lakeland to me known to be the person who executed the foregoing Dedication on behalf of said corporation and he acknowledged same before me this 22nd day of May, A.D. 1979.

My commission expires January 13, 1982

Julie Adams Collier
Notary Public

882

COUNTY OF POLK, FLORIDA
Application and Petition for Vacation and Abandonment of Streets, Alleys, and Rights-of-Way

Return to:
Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, FL 33831
or
515 E. Boulevard St.,
Bartow, FL 33830
(863) 534-2580

FOR OFFICE USE ONLY

Case/File No. _____ Date Received: _____
C/C Meeting: _____ Complete: _____

Please type or print clearly.

A. Property Owner(s): (Attach additional sheets if required)

Name BRION G BABULA		Email CADLAWFIRM@HOTMAIL.COM
Address 4308 SHADOW WOOD LN		
City WINTER HAVEN	State FL	Zip 33880
Phone 863-293-1117	Fax	Cellular

Name JANET F BABULA		Email CADLAWFIRM@HOTMAIL.COM
Address 4308 SHADOW WOOD LN		
City WINTER HAVEN	State FL	Zip 33880
Phone 863-293-1117	Fax	Cellular

B. Is there a pending "Contract for Sale"? ☐ Yes ☒ No
If yes, please list all parties involved in the sales contract:

_____

_____

C. Applicant or Authorized Agent: (If different from above)

Name CHRISTOPHER A DESROCHERS		Email CADLAWFIRM@HOTMAIL.COM
Address 2504 AVE G NW		
City WINTER HAVEN	State FL	Zip 33880
Phone 863-299-8309	Fax 863-591-3236	Cellular

General Information

D. General Location of Property to be Vacated: SEE ATTACHMENT

Property Location or Address
Parcel Number(s):

Legal Description [1] (Attach additional sheets as necessary)

The subject property is located within a ☒ platted or ☐ unrecorded subdivision.
How was this right-of-way reserved? ☒ Plat ☐ Deed ☐ Other (describe): _____

(1) An **exact legal description** of the property to be vacated must be submitted. The County suggests the Applicant contact a Registered Land Surveyor to determine the exact legal description. The County reserves the right to require a survey of the subject property and/or a title opinion, if necessary. The Owner/Applicant is responsible for all costs associated therewith.

E. Are any other applications pending? ☐ Yes ☒ No (Check all that apply.)
☐ Variance ☐ Conditional Use ☐ Special Exception ☐ Other (describe): _____

F. Reason for this Request – Check all that apply: (Attach additional sheets as necessary)

☒ Code Violation. (Attach copy of letter citing violation.)
☐ Need to clear an existing encroachment. (Describe encroachment below.)
☒ Request to vacate to allow for construction of:
☐ Pool ☐ Screened Pool/Deck ☐ Building Addition (Describe Below). ☒ Other (Describe below)
SEE ATTACHMENT

Additional Comments:

PETITION TO VACATE RIGHT-OF-WAY

TO: THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA

The undersigned Petitioner respectfully petitions the Board of County Commissioners of Polk County, Florida, and requests that the right-of-way described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

(NOTE: The term "Petitioner" shall refer to all Petitioners, whether singular or plural.)

be vacated, abandoned, discontinued, and closed, and that any rights of the County and the Public in and to the said right-of-way and any lands in connection therewith, be renounced and disclaimed by the Board of County Commissioners of Polk County, Florida. In support of this Petition, Petitioner respectfully affirms:

1. Petitioner is the owner and/or legal representative of the owner of all of the land abutting the above described right-of-way, which is the subject of this Petition; that said ownership has been fully divulged; and that the names of all parties to an existing contract for sale or any options are filed with this application.

2. Petitioner acknowledges and agrees that this vacation of right-of-way may require Petitioner to grant an easement for public utility purposes to Polk County or other legal entities over, under and across all or part of the property to be vacated and further agrees that if said easement is required, Petitioner shall convey said easement in compliance with this request prior to the actual Public Hearing. Further, Petitioner understands that if said easement is not granted, the Public Hearing may be continued or the Petition may be denied, at the discretion of the Board of County Commissioners.

3. The subject right-of-way is ☒ unopened right-of-way ☒ unmaintained right-of-way ☐ opened, maintained right-of-way (check all that apply). The closing of the right-of-way will not deprive the Petitioner the right of access to his/her/their property, nor will it deprive any other person(s) of access to his/her/their property.

4. The subject right-of-way is not a part of a state or federal highway and is not located within the corporate limits of any municipality.

5. Petitioner acknowledges that the act of vacating the subject right-of-way does not necessarily grant ownership rights in the property vacated to the abutting property owners and that decisions regarding the distribution of vacated property shall not be made by the Board of County Commissioners or any of its Departments, Divisions or employees. Upon vacation of the subject right-of-way, the Polk County Property Appraiser's Office will distribute the subject right-of-way in accordance with historical records and applicable Florida Statutes but further legal action may be required to fully clear title to the property. By granting the Petition to vacate right-of-way, the Board of County Commissioners is in no way certifying, declaring or guaranteeing legal title to the vacated right-of-way to the Petitioner or any other persons.

WHEREFORE, the undersigned Petitioner requests the Board of County Commissioners of Polk County, Florida, adopt a Resolution setting a time and place for a public hearing, and, after due notice thereof, adopt a Resolution vacating, abandoning, discontinuing and closing the right-of-way described, renouncing and disclaiming any rights of the County and the Public in and to the subject right-of-way and to any lands in connection therewith, in accordance with the provisions of Section 336.09 and Section 336.10 of the Florida Statutes.

DATED THIS 24th day of February, 20 26.

BRION G BABULA
Petitioner Name

4308 SHADOW WOOD LN
Address

WINTER HAVEN FL 33880
City/State/Zip

Phone 863-293-1117

X Brion Babula Sr.
Petitioner's Signature

JANET F BABULA
Petitioner Name

4308 SHADOW WOOD LN
Address

WINTER HAVEN FL 33880
City/State/Zip

Phone 863-293-1117

X Janet F Babula
Petitioner's Signature

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 24th day of February, 20 26, by BRION G BABULA AND JANET F BABULA, who ☒ is / are personally known to me or ☐ who has / have produced _____ as identification and who ☐ did / ☒ did not take an oath.

NOTARY PUBLIC STATE OF FLORIDA
CHRISTOPHER DESROCHERS
Commission # HH 636867
Expires February 13, 2029

Notary Public
My Commission Expires: 02/13/2029
Commission No.: HH636867

Attachment to Application and Petition for Vacation and Abandonment of Streets, Alleys, and Rights-of-Way

Page 1, Question D

The subject property sought to be vacated is a 7.5 foot easement that appears to the positional rear of three conjoined properties in a common subdivision. The general legal description of the three properties are as follows:

> Lots 6, 20, and 21 of Shadow Wood Unit 2, according to the map or plat thereof, recorded in Plat Book 68, Page 28, Public Records of Polk County, Florida.
> Parcel ID #s 25-28-35-354990-000060
> 25-28-35-354990-000200

An exact legal description of the property to be vacated will be submitted by a survey with specified legal description.

Page 2, Question F

Mr. Babula installed ground mounted solar panels on his property, and was visited by code enforcement, who told him they were constructed within the right-of-way that is located on the map of the subdivision. The home itself also encroaches on the right-of-way that is located on the map of the subdivision.

The subdivision rights-of-way abut the rear of the lots, and are currently not being used by anyone. There is no homeowners' association in this subdivision, and any restrictive covenants for the subdivision have been long extinguished by MRTA. The roads, utilities, and other amenities provided to the residents are provided via the roads and road right-of-ways, which abut the front of the lots.

Mr. Babula would like to clear the code enforcement issue, but would also like to clear an issue that should have been cleared when Polk County first granted building permits for his house approximately 30 years ago, which is the vacation of the easements for the three lots. The easements, among other things, encroach on the house, and Polk County must have known this when the initial building permits were issued long ago.

Mr. Babula would also wish to point out that Section 163.04 of the Florida Statutes generally prohibits any arrangement that bans solar panels, or otherwise has "the ultimate effect, however unintended, of driving the costs of owning and operating commercial or residential property beyond the capacity of private owners to maintain."

RESOLUTION NO. 2026-_____

VACATING AND CLOSING A PORTION OF A PLATTED UTILITY EASEMENT AS SHOWN ON THE PLAT OF SHADOW WOOD, UNIT 2, WINTER HAVEN, POLK COUNTY, FLORIDA.

WHEREAS, the petition of Brion G. Babula and Janet F. Babula, through their authorized representative Christopher Desrochers, requesting that the Board of County Commissioners of Polk County, Florida, vacate, abandon, discontinue and close a portion of a platted public utility easement described as:

THE PLATTED 7.5-FOOT-WIDE UTILITY EASEMENT THAT LIES ALONG THE SOUTHEASTERLY SIDE OF LOTS 5, 6, AND 7, AND THE PLATTED 7.5-FOOT-WIDE UTILITY EASEMENT THAT LIES ALONG THE NORTHWESTERLY SIDE OF LOTS 19, 20, 21, 22, 23, AND 24, OF SHADOW WOOD, UNIT 2, AS RECORDED IN PLAT BOOK 68, PAGE 28, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

and renounce and disclaim any right of the County and the public in and to said portion of the utility easement and the land in connection therewith, was duly presented to said Board at its regular meeting held on June 2, 2026; and

WHEREAS, notice of intention to apply to the Board of County Commissioners to close said portion of the utility easement was duly published in The Polk Sun, Winter Haven, Florida, a newspaper of general circulation in Polk County, Florida; and

WHEREAS, a hearing has been held this June 2, 2026, as provided in the above referred to notice, and after due weight, consideration and determination, it has been determined that the statutory requirements have been complied with and that the closing and abandoning of the portion of the utility easement described above will not adversely affect the ownership of any person, it being conclusively shown and demonstrated that said portion of the utility easement is no longer needed as an easement; and

WHEREAS, this action is found to be in the best interest of the public.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida, that certain portion of the utility easement described above be and is hereby vacated, abandoned, discontinued, and closed and all rights of the County and the public in and to said portion of utility easement and the land in connection therewith be and is hereby renounced.

ADOPTED this June 2, 2026.

Agenda Item O.2. 6/2/2026

SUBJECT

Public Hearing to consider adoption of a resolution to vacate portions of platted, unopened, and unmaintained rights-of-way as shown on the map of Leisure Shores and on the Revised Map of Lake View, Winter Haven, Florida and request Board accept a Drainage Easement from Joann Bissett Knapek. (No fiscal impact)

DESCRIPTION

The County received a petition from Kelly L. Yudichak, to vacate portions of platted, unopened, and unmaintained right-of-way shown on the plat of Leisure Shores recorded in Plat Book 46, Page 4, and shown on the Revised Map of Lake View recorded in Plat Book 3, Page 80 of the Public Records of Polk County, Florida. The subject rights-of-way lies in Section 07, Township 28 South, Range 26 East.

The plat of Leisure Shores, filed in 1962, dedicated to the public various rights-of-way throughout the plat. One such right-of-way is a 35-foot wide unnamed and unmaintained right-of-way lying to the North of Lot 13, of Block 5 of Leisure Shores which includes, and therefore replatted, the southerly half of a 30-foot wide platted right-of-way shown as Marianna Street on the Revised Map of Lake View, recorded in Plat Book 3, at Page 80 which is presumed to be dedicated to the public due to the lack of a dedication to the contrary. The Petitioner owns said Lot 13 and has requested the vacation of the platted right-of-way lying to the north of her property, which consists of the 35-foot wide platted right-of-way described above from the Leisure Shores plat along with the remaining 15-foot wide platted right-of-way shown as Marianna Street on the Revised Map of Lake View, in order to better secure her property against trespass. The property owner adjacent to the north of the subject vacation area, Joann Bissett Knapek, has consented to the vacation, and through coordination between the two property owners has agreed to convey her resulting interest in the vacation area to the Petitioner and has agreed to grant an easement to the County for existing and future drainage. Vacating the subject right-of-way will remove the public's interest in the subject area and allow the petitioner to assemble it with her property in order to better secure and maintain the property.

Charter Communications, City of Winter Haven, Florida Public Utilities, Frontier Communications and Tampa Electric Company have no objections to the proposed vacation.

The Office of Planning and Development, Parks and Natural Resources and Polk County Utilities have no objections to the proposed vacation. The Roads and Drainage Division has requested a 15-foot-wide drainage easement over the northern portion of the vacation area in conjunction with existing drainage facilities and for future drainage use, and the owner to the north has agreed to the request and has executed a Drainage Easement.

RECOMMENDATION

Request Board adopt a resolution to vacate portions of platted, unopened, and unmaintained right-of-

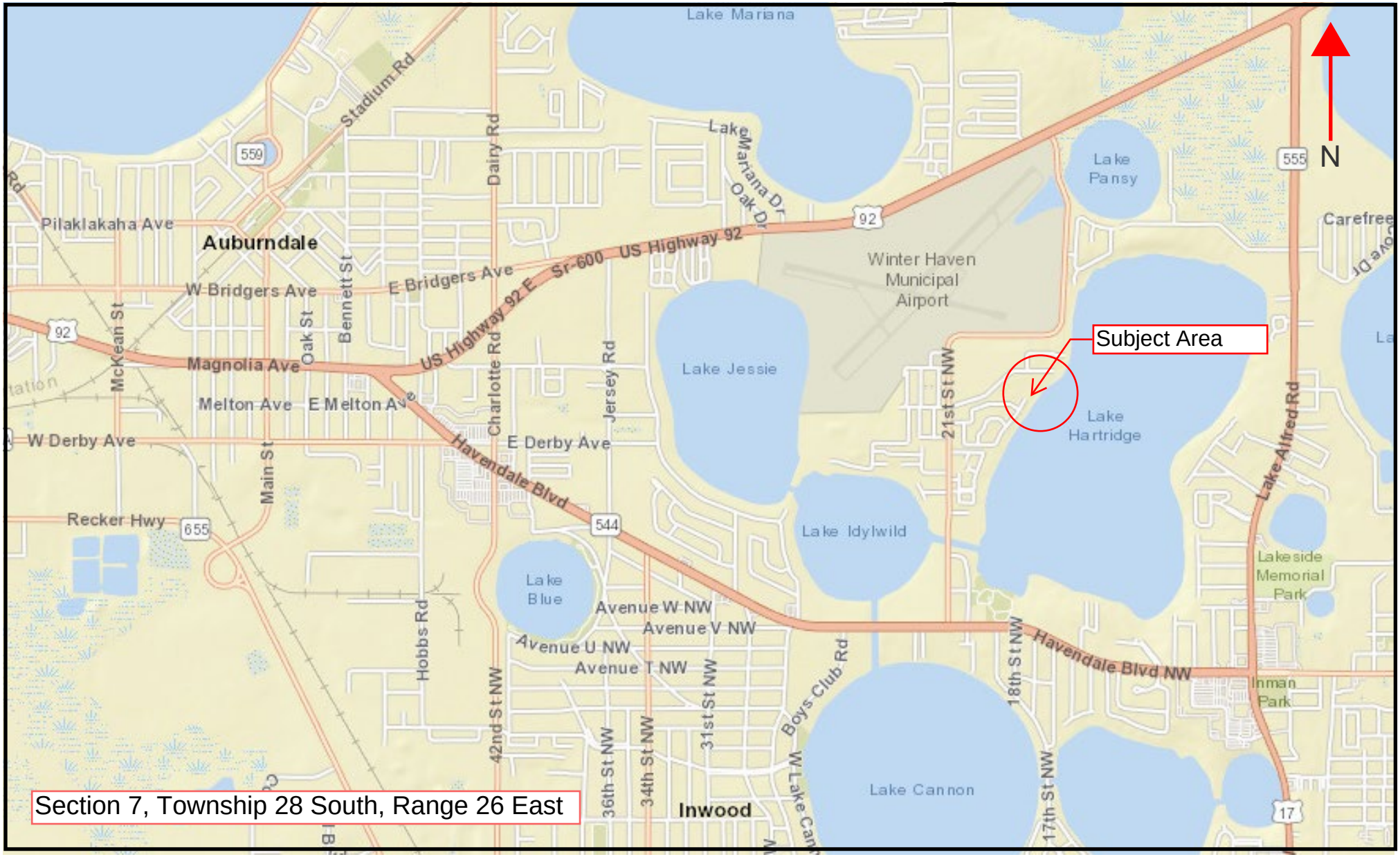
way as shown on the plat of Leisure Shores and on the Revised Map of Lake View, as fully described in the legal description contained in petition and the resolution attached hereto. Also request Board accept a Drainage Easement from Joann Bissett Knapek.

FISCAL IMPACT

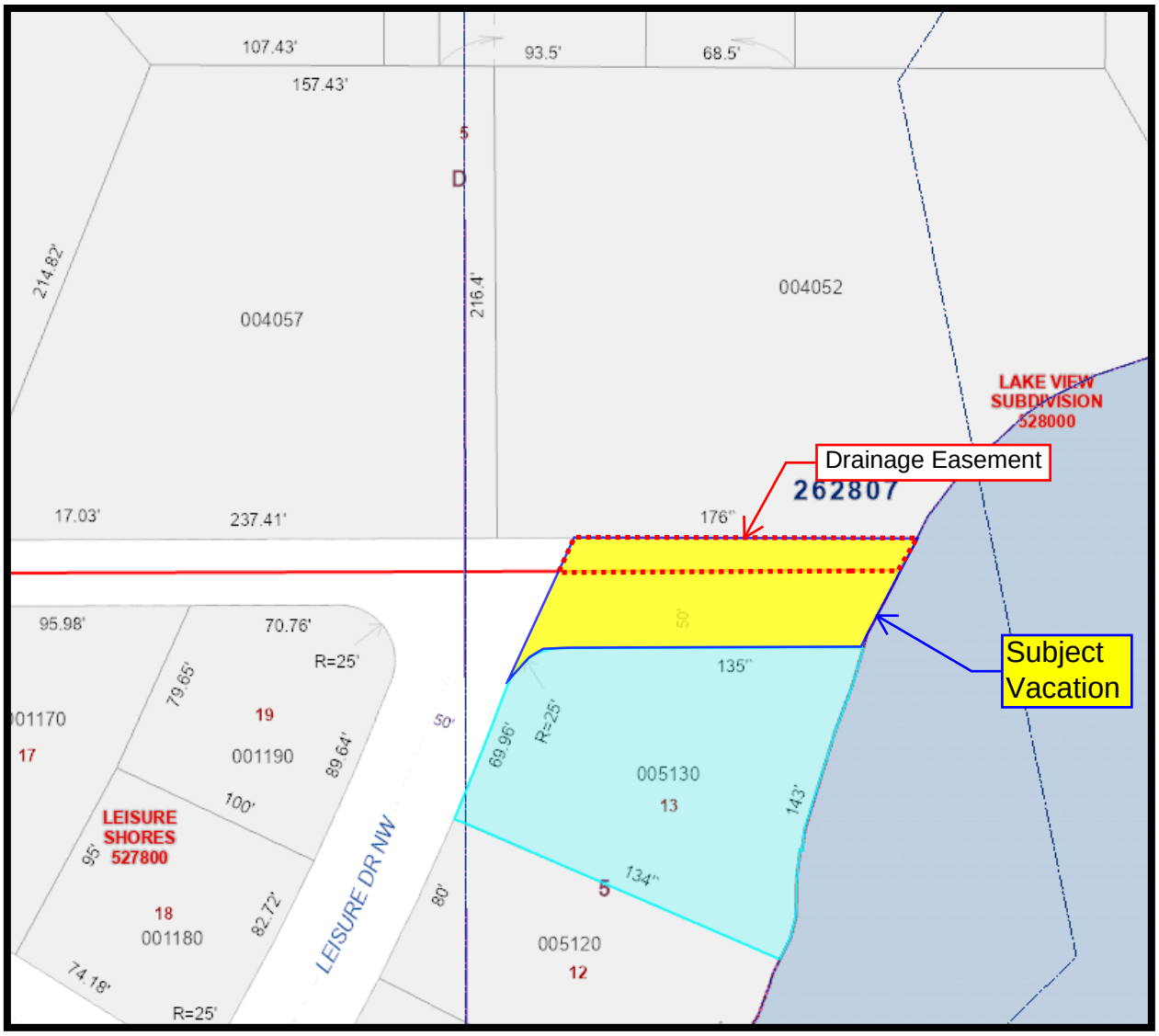
No fiscal impact.

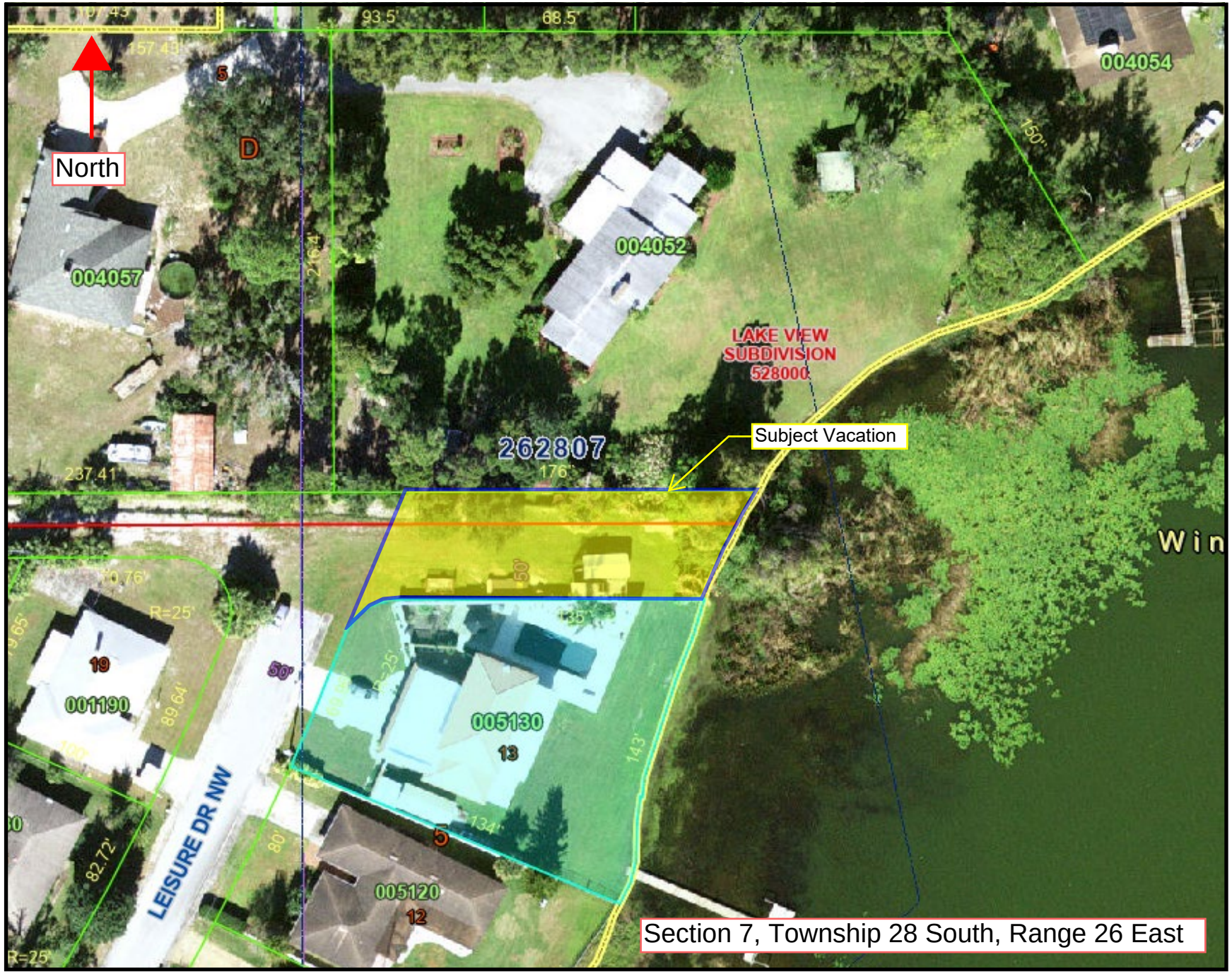
CONTACT INFORMATION

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


Lake Mariana
Stadium Rd
559
Dairy Rd
Lake Mariana Dr
Oak Dr
92
555
N
Lake Pansy
Carefree
Pilaklakaha Ave
Auburndale
W Bridgers Ave
E Bridgers Ave
Sr-600 US Highway 92
US Highway 92 E
Winter Haven Municipal Airport
McKean St
Oak St
Bennett St
Magnolia Ave
Melton Ave
E Melton Ave
Charlotte Rd
Jersey Rd
Lake Jessie
21st St NW
Subject Area
Lake Hartridge
W Derby Ave
E Derby Ave
Main St
Havendale Blvd
Lake Alfred Rd
Recker Hwy
655
544
Lake Idylwild
Lake Blue
Lakeside Memorial Park
Avenue W NW
Avenue V NW
Avenue U NW
Avenue T NW
Hobbs Rd
42nd St NW
36th St NW
34th St NW
31st St NW
Boys Club Rd
18th St NW
Havendale Blvd NW
Inman Park
Lake Cannon
17th St NW
17
Inwood
Section 7, Township 28 South, Range 26 East

SECTION 07, TOWNSHIP 28 SOUTH, RANGE 26 EAST




North
93.5'
68.5'
004054
004057
004052
LAKE VIEW
SUBDIVISION
528000
262807
176'
Subject Vacation
237.41'
R=25'
19
001190
50'
89.64'
005130
13
143'
134'
LEISURE DR NW
80'
82.72'
005120
12
Win
Section 7, Township 28 South, Range 26 East

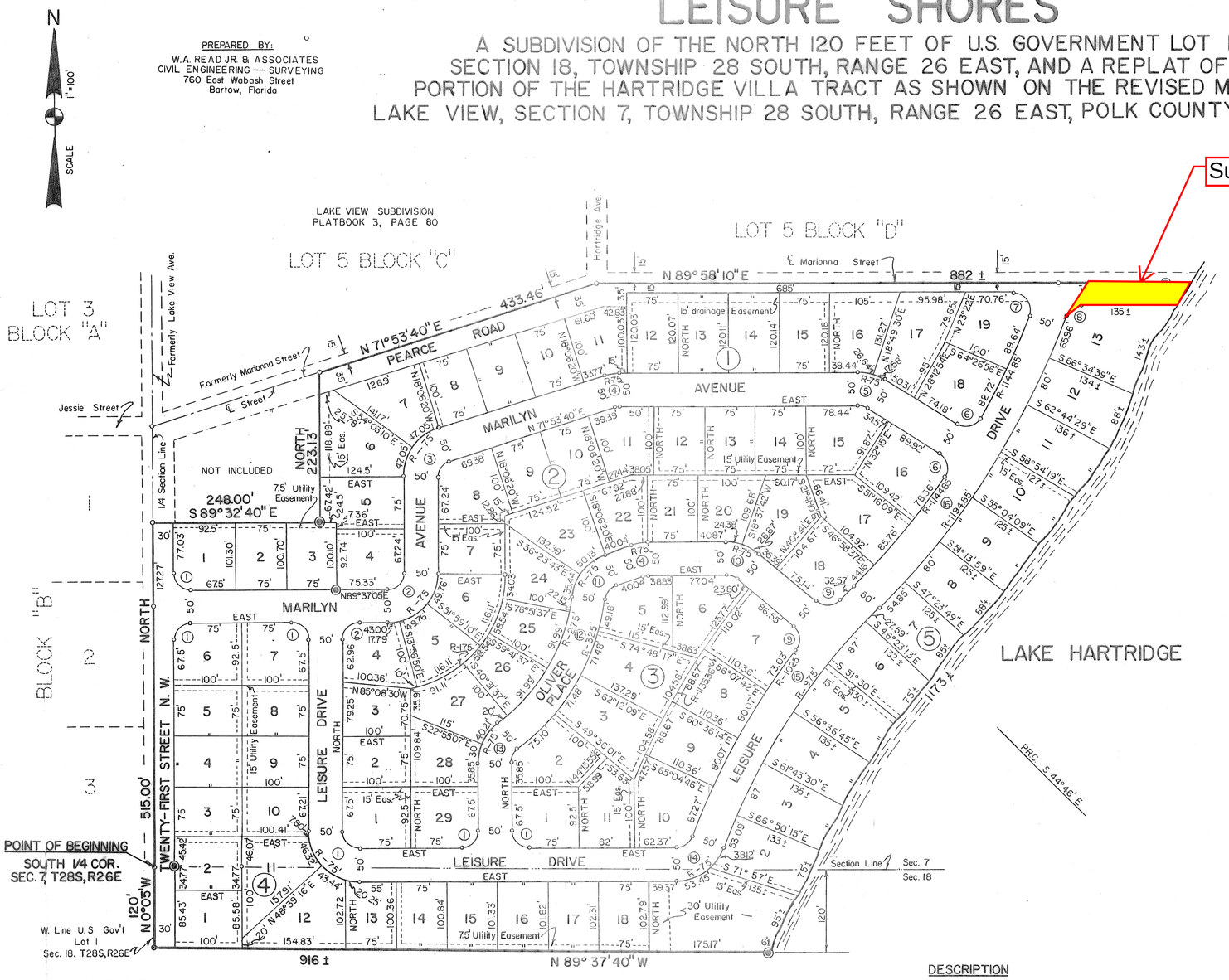
PLAT BOOK 46 PAGE 4

LEISURE SHORES

A SUBDIVISION OF THE NORTH 120 FEET OF U.S. GOVERNMENT LOT 1, SECTION 18, TOWNSHIP 28 SOUTH, RANGE 26 EAST, AND A REPLAT OF A PORTION OF THE HARTRIDGE VILLA TRACT AS SHOWN ON THE REVISED MAP OF LAKE VIEW, SECTION 7, TOWNSHIP 28 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA

PREPARED BY:
W.A. READ JR. & ASSOCIATES
CIVIL ENGINEERING — SURVEYING
760 East Wabash Street
Bartow, Florida

NOTE :
◎ Denotes Permanent Reference Monument.
Basis of Bearings Assumed.
All corner radii are 25 feet.
All easements shown are 15 feet wide 7.5 each side of lot line and are intended for use by Public Utilites or for drainage purposes unless otherwise indicated.



CURVE DATA

Curve	Central Angle	Radius	Arc	Tangent	Chord
1	90°	25'	39.27'	25'	35.35'
1	"	75'	117.81'	75'	106.07'
2	89° 37' 05"	25'	39.10'	24.83'	35.24'
2	"	75'	117.31'	74.50'	105.71'
3	71° 53' 40"	25'	31.37'	18.13'	29.36'
3	"	75'	94.10'	54.39'	88.06'
4	18° 06' 20"	25'	7.90'	3.98'	7.87'
4	"	75'	23.70'	11.95'	23.60'
5	32° 15'	25'	14.07'	7.23'	13.89'
5	32° 15	75'	42.22'	21.68'	41.66'
6	92° 33' 33"	25'	37.89'	26.14'	36.14'
7	111° 05' 43"	25'	48.47'	36.44'	41.23'
8	69° 42' 36"	25'	30.42'	17.41'	28.56'
9	87° 16' 14"	25'	38.08'	23.84'	34.50'
10	40° 41'	25'	17.75'	9.27'	17.38
10	"	75'	53.25'	27.81'	52.14'
11	65° 22' 03"	25'	28.52'	16.04'	27.00'
11	"	75'	85.57'	48.12'	81.00'
12	47° 06' 47"	275'	226.13'	119.90'	219.81'
12	"	325'	267.24'	141.70'	259.77'
13	53° 36' 24"	25'	23.40'	12.64'	22.56'
13	"	75'	70.21'	37.92'	67.68'
14	69° 57' 28"	25'	30.52'	17.49'	28.66'
14	"	75'	91.57'	52.47'	85.99'
15	25° 11' 28"	975'	428.68'	217.86'	425.23'
15	"	1025'	450.66'	229.03'	447.04'
16	24° 10' 07"	1144.85'	482.92'	245.11'	479.36'
16	24° 58' 26"	1194.85'	520.81'	264.61'	516.69'

APPROVAL:

STATE OF FLORIDA

COUNTY OF POLK

This plat approved this 7th day of August A.D. 1962 in open meeting of the Board of County Commissioners of Polk County, Florida, subject, however to the express provision that drainage of the lands platted be first approved by the County Engineer, and that the roads shall not be accepted for construction or maintenance by use of public funds unless said roads are constructed according to Polk County specifications.

BOARD OF COUNTY COMMISSIONERS
BY L W Dunson Chairman
ATTEST D. H. Sloan Jr. Clerk

CERTIFICATE:

STATE OF FLORIDA

COUNTY OF POLK

I, D. H. Sloan, Jr., Clerk of the Circuit Court of Polk County, Florida, do hereby certify that I have examined this plat of LEISURE SHORES, and I find that it complies in form with the requirements of Chapter 10275, Laws of Florida, Acts of 1925, and that I have filed same for record this 7th day of August A.D., 1962.

D. H. Sloan Jr.
Clerk of the Circuit Court

DESCRIPTION

The North 120 Feet of U.S. Government Lot 1, Section 18, Township 28 South, Range 26 East, and a portion of the Hartridge Villa Tract, as shown on the revised map of Lake View (recorded in Plat Book 3, Page 80, of the Public Records of Polk County, Florida), lying in Section 7, Township 28 South, Range 26 East, Polk County, Florida, more particularly described as follows:

Begin at the South 1/4 corner of said Section 7 and run North, along the 1/4 Section Line (said Line being the centerline of Lake View Avenue, now called Twenty-first Street N.W.), 515.00 feet to a point; thence S89°32'40"E, 248.00 feet to a point; thence North, 223.13 feet to the centerline of Marianna Street (now called Pearce Road); thence N 71° 53'40"E, along the centerline of Marianna Street, 433.46 feet to a point of intersection with Hartridge Avenue; thence N 89°58'10"E, along the centerline of Marianna Street, 882 feet more or less to the waters of Lake Hartridge; thence meander in a Southwesterly direction the waters of Lake Hartridge 1,173 feet more or less to a point 120 feet South of the Section Line lying between Sections 7 and 18, thence run N 89°37'40"W, parallel with said Section Line 916 feet more or less to the West line of said U.S. Government Lot 1; thence run N 0°05'W, 120 feet to the point of beginning.

CERTIFICATE:

I hereby certify that this plat is a true and correct representation of the hereon described land which was recently surveyed by me, and that Permanent Reference Monuments have been set in accordance with Section 7, Chapter 10275, Laws of Florida, Acts of 1925.
July 31, 1962.

William Arthur Read Jr.
Florida Registered Surveyor No. 1311

DEDICATION:

STATE OF FLORIDA

COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS that John A. Baldwin, Vice President, and George W. Martin, Secretary, with the authority of the Board of Directors of SPACE LAND CO. INC., a Florida Corporation, owner of the hereon described land, have caused this plat of LEISURE SHORES to be made and do hereby dedicate to the perpetual use of the public all easements, roads, streets, avenues, places, drives or portions thereof as shown hereon.
IN WITNESS WHEREOF they have hereunto set their hands and seals this 1st day of August A.D. 1962.

WITNESS: W. A. Read Jr. John A. Baldwin SEAL
Vice President
WITNESS: George W. Martin SEAL
Secretary

ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me personally appeared John A. Baldwin, Vice President, and George W. Martin, Secretary, of SPACE LAND CO. INC., to me known to be the persons who executed the dedication hereon and acknowledged the same to be their free act and deed.

WITNESS my hand and seal this 1st day of August A.D. 1962

Rebecca M. Hart
Notary Public, State of Florida at Large

My Commission expires Nov 16 A.D. 1962

MORTGAGEE APPROVAL:

STATE OF FLORIDA

COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS that A. C. Roels, President, and George W. Leis, Secretary, with the authority of the Board of Directors of Leis & Roels Enterprises, Inc., holders of a certain mortgage on the hereon described land, do hereby consent to and join in the above dedication.
IN WITNESS WEREOF they have hereunto set their hands and seals this 1st day of August A.D. 1962

WITNESS Paul Leis A. C. Roels SEAL
President
WITNESS: W. A. Read Jr. George W. Leis SEAL
Secretary

ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF POLK

I HEREBY CERTIFY that on this day before me personally appeared A. C. Roels, President, and George W. Leis, Secretary, of Leis & Roels Enterprises, Inc., to me know to be the persons who executed the mortgagee approval hereon and acknowledged the same to be their free act and deed.
WITNESS my hand and seal this 1st day of August A.D. 1962

Rebecca M. Hart
Notary Public State of Florida at Large

My Commission expires Nov 16 A.D. 1962

Pg. 04
PB. 46

Book 3B Pg. 80

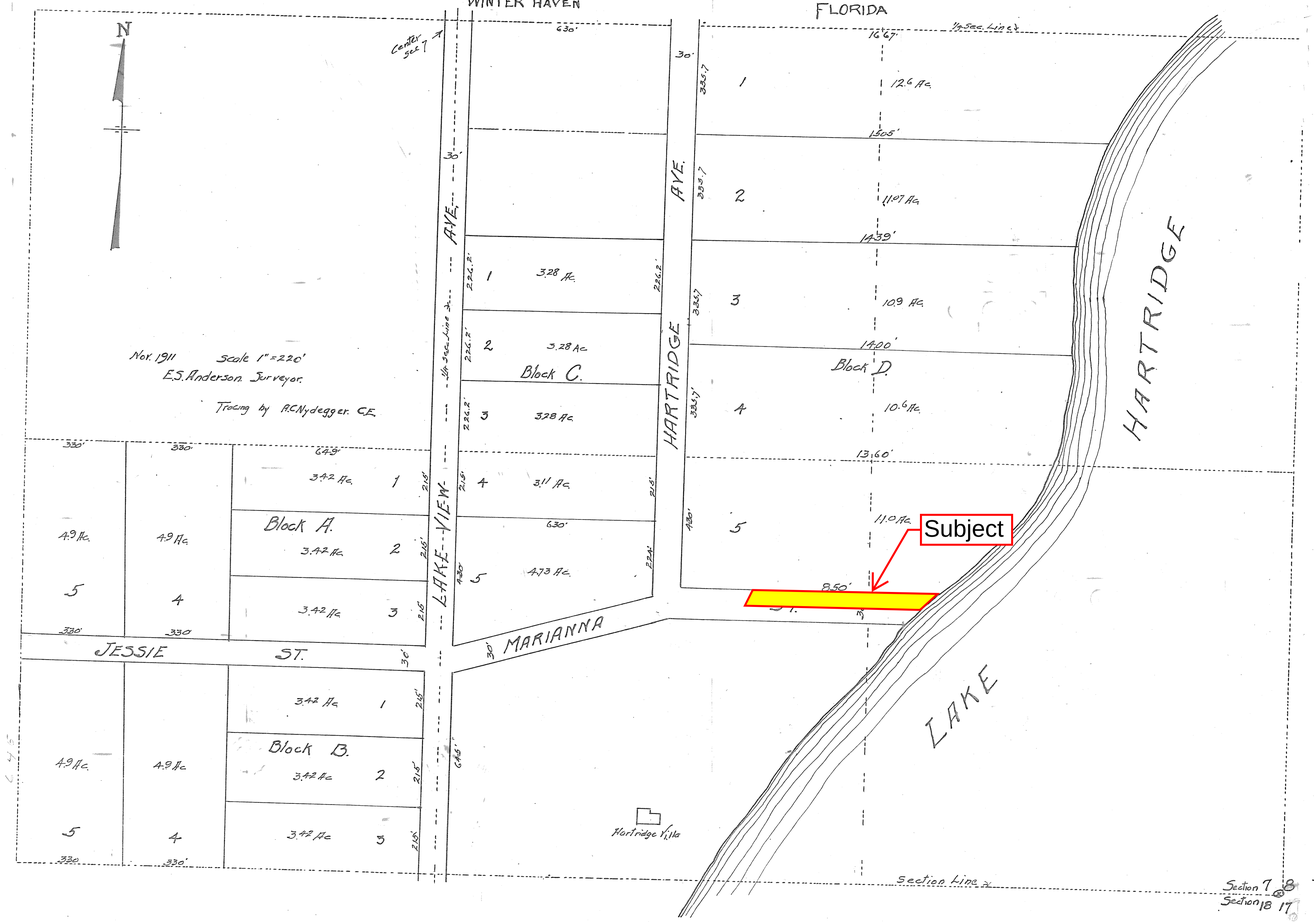
REVISED MAP OF

LAKE VIEW

Sub-Division of S.E.¼ and S.E.¼ of S.W.¼ of Sec 7-Twp 28S R 26E.

Property of Geo. E. Cannon

WINTER HAVEN FLORIDA



Nov. 1911 Scale 1" = 220'

E.S. Anderson Surveyor.

Tracing by R.C. Nydegger. C.E.

Filed March 8th 1915

J.O. Johnson. Clerk

Record Verified March 18th 1915

M.B.

COUNTY OF POLK, FLORIDA
Application and Petition for Vacation and Abandonment of Streets, Alleys, and Rights-of-Way

Return to:
Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, FL 33831
or
515 E. Boulevard St.,
Bartow, FL 33830
(863) 534-2580

FOR OFFICE USE ONLY

Case/File No. _____ Date Received: _____
C/C Meeting: _____ Complete: _____

Please type or print clearly.

A. Property Owner(s): (Attach additional sheets if required)

Name Kelly L. Yudichak		Email Kayudichak@gmail.com
Address 2000 Leisure Drive		
City Winter Haven	State ~~FL~~ Florida	Zip 33881
Phone	Fax	Cellular 863-557-7809

Name		Email
Address		
City	State	Zip
Phone	Fax	Cellular

B. Is there a pending "Contract for Sale"? ☐ Yes ☒ No
If yes, please list all parties involved in the sales contract:

_____

_____

C. Applicant or Authorized Agent: (If different from above)

Name		Email
Address		
City	State	Zip
Phone	Fax	Cellular

General Information

D. General Location of Property to be Vacated:

Property Location or Address 262807-527800-005130
Parcel Number(s):

Legal Description [1] (Attach additional sheets as necessary) See Attached Exhibit A.

The subject property is located within a ☒ platted or ☐ unrecorded subdivision.
How was this right-of-way reserved? ☒ Plat ☐ Deed ☐ Other (describe): _____

(1) An **exact legal description** of the property to be vacated must be submitted. The County suggests the Applicant contact a Registered Land Surveyor to determine the exact legal description. The County reserves the right to require a survey of the subject property and/or a title opinion, if necessary. The Owner/Applicant is responsible for all costs associated therewith.

E. Are any other applications pending? ☐ Yes ☒ No (Check all that apply.)
☐ Variance ☐ Conditional Use ☐ Special Exception ☐ Other (describe): _____

F. Reason for this Request – Check all that apply: (Attach additional sheets as necessary)

☐ Code Violation. (Attach copy of letter citing violation.)
☐ Need to clear an existing encroachment. (Describe encroachment below.)
☐ Request to vacate to allow for construction of:
☐ Pool ☐ Screened Pool/Deck ☐ Building Addition (Describe below.) ☐ Other (Describe below)
☒ Other (Describe below).

Additional Comments:
To avoid unwanted trespass and to assemble with my adjacent property.

PETITION TO VACATE RIGHT-OF-WAY

TO: THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA

The undersigned Petitioner respectfully petitions the Board of County Commissioners of Polk County, Florida, and requests that the right-of-way described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

(NOTE: The term "Petitioner" shall refer to all Petitioners, whether singular or plural.)

be vacated, abandoned, discontinued, and closed, and that any rights of the County and the Public in and to the said right-of-way and any lands in connection therewith, be renounced and disclaimed by the Board of County Commissioners of Polk County, Florida. In support of this Petition, Petitioner respectfully affirms:

1. Petitioner is the owner and/or legal representative of the owner of all of the land abutting the above described right-of-way, which is the subject of this Petition; that said ownership has been fully divulged; and that the names of all parties to an existing contract for sale or any options are filed with this application.

2. Petitioner acknowledges and agrees that this vacation of right-of-way may require Petitioner to grant an easement for public utility purposes to Polk County or other legal entities over, under and across all or part of the property to be vacated and further agrees that if said easement is required, Petitioner shall convey said easement in compliance with this request prior to the actual Public Hearing. Further, Petitioner understands that if said easement is not granted, the Public Hearing may be continued or the Petition may be denied, at the discretion of the Board of County Commissioners.

3. The subject right-of-way is ☑ unopened right-of-way ☑ unmaintained right-of-way ☐ opened, maintained right-of-way (check all that apply). The closing of the right-of-way will not deprive the Petitioner the right of access to his/her/their property, nor will it deprive any other person(s) of access to his/her/their property.

4. The subject right-of-way is not a part of a state or federal highway and is not located within the corporate limits of any municipality.

5. Petitioner acknowledges that the act of vacating the subject right-of-way does not necessarily grant ownership rights in the property vacated to the abutting property owners and that decisions regarding the distribution of vacated property shall not be made by the Board of County Commissioners or any of its Departments, Divisions or employees. Upon vacation of the subject right-of-way, the Polk County Property Appraiser's Office will distribute the subject right-of-way in accordance with historical records and applicable Florida Statutes but further legal action may be required to fully clear title to the property. By granting the Petition to vacate right-of-way, the Board of County Commissioners is in no way certifying, declaring or guaranteeing legal title to the vacated right-of-way to the Petitioner or any other persons.

WHEREFORE, the undersigned Petitioner requests the Board of County Commissioners of Polk County, Florida, adopt a Resolution setting a time and place for a public hearing, and, after due notice thereof, adopt a Resolution vacating, abandoning, discontinuing and closing the right-of-way described, renouncing and disclaiming any rights of the County and the Public in and to the subject right-of-way and to any lands in connection therewith, in accordance with the provisions of Section 336.09 and Section 336.10 of the Florida Statutes.

DATED THIS _____ day of _____, 20_____.

Kelly L. Yudichak
Petitioner Name (Print)

2000 Leisure Drive
Address

Winter Haven, Fl 33881
City/State/Zip

Phone (863 557-7809

Kelly L Yudichak
Petitioner's Signature

_____
Petitioner Name (Print)

_____
Address

_____
City/State/Zip

Phone (_____)

_____
Petitioner's Signature

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence, or ☐ online notarization this 26th day of February, 2026, by Kelly Yudichak, who ☐ is personally known to me or ☑ has/have produced FL Drivers License as identification and who ☐ did / ☐ did not take an oath.

SCOTT C. LOWERY
Notary Public
State of Florida
Comm# HH659008
Expires 7/11/2029

_____
Notary Public
My Commission Expires: _____
Commission No.: _____

Exhibit "A"

DESCRIPTION

A parcel of land being a portion of a right-of-way labeled as Marianna Street on the REVISED MAP OF LAKE VIEW SUBDIVISION as depicted in Plat Book 3, Page 80, and LEISURE SHORES as depicted in Plat Book 46, Page 4, all of the Public Records of Polk County, Florida, lying in Section 07, Township 28 South, Range 26 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Lot 13, Block 5 of said LEISURE SHORES, said point being on a curve concave northwesterly, having a radius of 1194.85 feet, a central angle of 03°09'47", a chord bearing of North 21°50'36" East, and a chord distance of 65.95 feet; thence northeasterly along the westerly line of said Lot 13, Block 5, and the arc of said curve 65.96 feet, to the northerly line of said Lot 13, Block 5 and the **POINT OF BEGINNING**, said point being the point of reverse curvature of a curve concave southeasterly having a radius of 25.00 feet, a central angle of 69°42'28", a chord bearing of North 55°06'56" East and a chord distance of 28.57 feet; thence northeasterly along said northerly line, and the arc of said curve 30.42 feet to the point of tangency; thence North 89°58' 10" East, along the north line of said Lot 13, Block 5, a distance of 135 feet, more or less, to the waters edge of Lake Hartridge; thence northeasterly along said waters edge, 66 feet, more or less, to the South line of Lot 5, Block "D" of said REVISED MAP OF LAKE VIEW SUBDIVISION; thence South 89°58'10" West, along said south line, 179 feet, more or less to the northerly extension of said westerly line of Lot 13, Block 5, and a point on a curve concave northwesterly, having a radius of 1194.85 feet, a central angle of 03°21'24", a chord bearing of South 18°35'00" West, and a chord distance of 69.99 feet; thence southwesterly, along said northerly extension, and the arc of said curve 70.00 feet to the **POINT OF BEGINNING**.
nt of Beginning.

REVISION	DATE	BY

This instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
PO Box 9005, Drawer RE-01
Bartow, FL 33831-9005
By: Melanea Hough MH
Parent Parcel ID No.: 262807-527800-005130

DRAINAGE EASEMENT

THIS EASEMENT made this 30th day of APRIL, 2026, between **JOANN BISSETT KNAPEK, an unremarried widow**, whose address is 1666 Pearce Road, Winter Haven, FL 33881, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 988, Bartow, FL 33830-0988, Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant unto the Grantee, its successors and assigns forever, a perpetual drainage easement for the purpose of clearing, excavating, constructing, inspecting, improving, repairing and maintaining public underground drainage pipeline in, upon, under, over, across and through the following described land in the County of Polk, State of Florida, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, together with the reasonable right to enter and depart over and upon adjoining lands of the Grantor for the purpose of exercising the rights herein granted.

Grantor covenants with the Grantee that she is lawfully seized of said lands and that they have good, right and lawful authority to grant this easement.

Grantor shall be responsible for maintenance of vegetation within the easement area.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, said Grantor has hereunto set her hand and seal the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Melanea Hough
Witness

Joann B. Knapek
Joann Bissett Knapek

Print Name Melanea Hough

Address 515 E Boulevard St. Bartow FL 33830

Witness

Print Name Scott Lowery

Address 515 E. Blvd St
Bartow, FL 33830

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☑ physical presence, or ☐ online notarization, this 30th day of April, 2026, by Joann Bissett Knapek, an unremarried widow who ☐ is personally known to me or ☑ has produced DL as identification.

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Melanea Hough
My Commission HH 651339
Expires 3/13/2029

Melanea Hough
Notary Public
Print Name Melanea Hough

My Commission Expires 3/13/29

DESCRIPTION

A parcel of land being a portion of a right-of-way labeled as Marianna Street on the REVISED MAP OF LAKE VIEW SUBDIVISION as depicted in Plat Book 3, Page 80, of the Public Records of Polk County, Florida, lying in Section 07, Township 28 South, Range 26 East, Polk County, Florida, being more particularly described as follows:

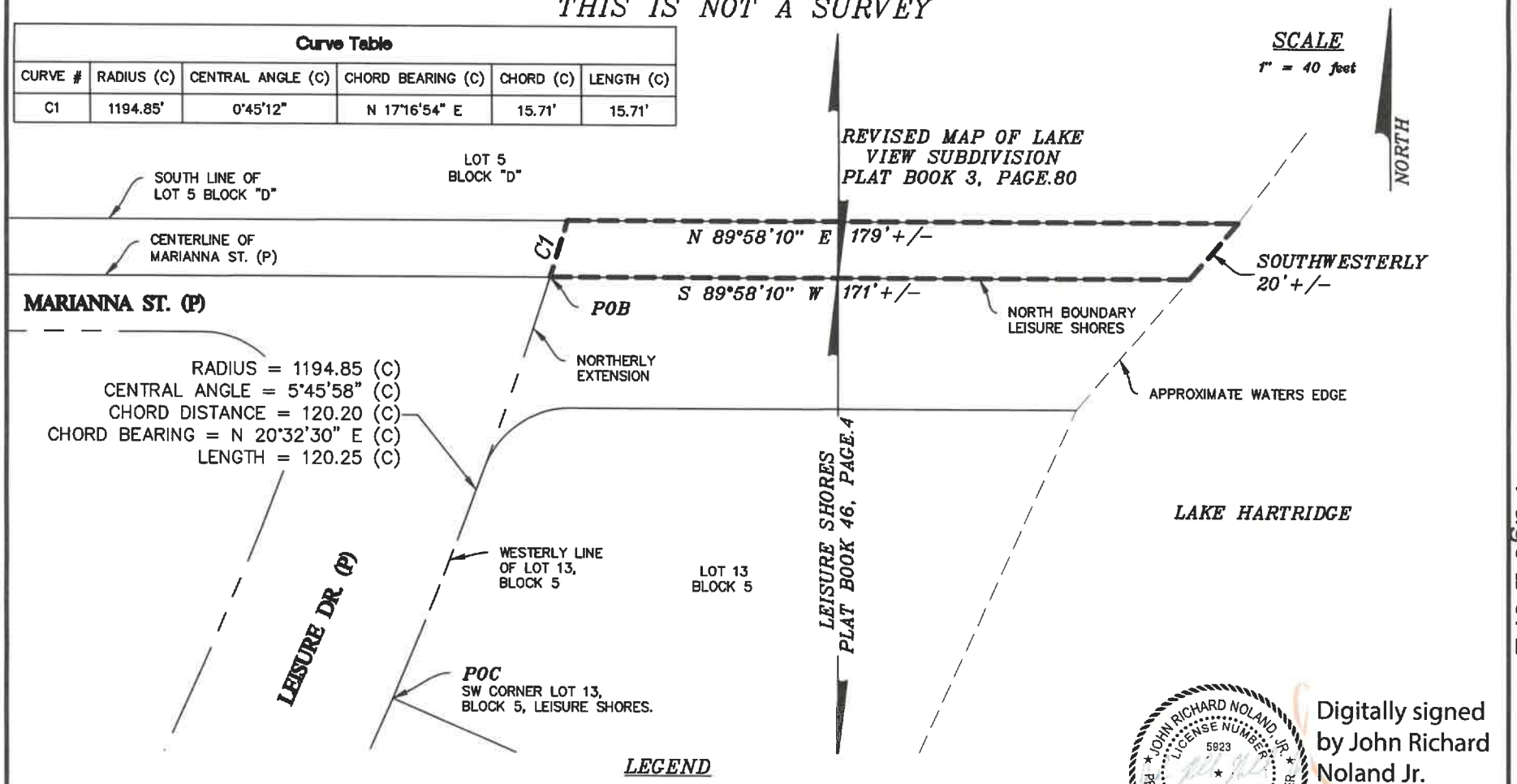
COMMENCE at the Southwest corner of Lot 13, Block 5 of LEISURE SHORES as recorded in Plat Book 46, Page 4 of said Public Records, said point being on a curve concave northwesterly, having a radius of 1194.85 feet, a central angle of 05°45'58", a chord bearing of North 20°32'30" East, and a chord distance of 120.20 feet; thence northeasterly along the westerly line of said Lot 13, Block 5 and its northerly extension, an arc distance of 120.25 feet, to the north boundary of said LEISURE SHORES and the **POINT OF BEGINNING**, said point being on a curve concave northwesterly, having a radius of 1194.85 feet, a central angle of 00°45'12", a chord bearing of North 17°16'54" East, and a chord distance of 15.71 feet; thence northeasterly along said northerly extension, an arc distance of 15.71 feet, to the South line of Lot 5, Block "D" of said REVISED MAP OF LAKE VIEW SUBDIVISION; thence North 89°58'10" East, along said south line, 179 feet, more or less to the to the waters edge of Lake Hartridge; thence southwesterly along said waters edge, 20 feet, more or less, to said north boundary of LEISURE SHORES, being a line that bears North 89°58'10" East from said Point of Beginning; thence South 89°58'10" West, along said north line, 171 feet, more or less to the POINT OF BEGINNING.

REVISION	DATE	BY

SHEET 1 of 2

THIS IS NOT A SURVEY

Curve Table					
CURVE #	RADIUS (C)	CENTRAL ANGLE (C)	CHORD BEARING (C)	CHORD (C)	LENGTH (C)
C1	1194.85'	0°45'12"	N 17°16'54" E	15.71'	15.71'



LEGEND

(C)	= CALCULATED	POC	= POINT OF COMMENCEMENT
(P)	= PLAT	P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
COR.	= CORNER	R	= RANGE
M.B.	= MAP BOOK	R/W	= RIGHT-OF-WAY
M/R/W	= MAINTAINED RIGHT-OF-WAY	SEC	= SECTION
O.R.B.	= OFFICIAL RECORDS BOOK	T	= TOWNSHIP
P.B.	= PLAT BOOK		
PG(S).	= PAGE(S)		
POB	= POINT OF BEGINNING		

SURVEYOR'S NOTES

BEARINGS BASED ON THE NORTH BOUNDARY OF LEISURE SHORES, BEING PLATTED AS NORTH 89°58'10" EAST

JOHN RICHARD NOLAND, JR. LICENSE NUMBER 5923 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by John Richard Noland Jr.
Date: 2026.04.14 17:25:37 -04'00'

DATE 4/14/26

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

SEE SHEET 1 OF 2 FOR DESCRIPTION.

POLK COUNTY

DESCRIPTION SKETCH

LOCATED IN SECTION 07, TOWNSHIP 28 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE
3000 SHEFFIELD ROAD, WINTER HAVEN, FL 33880
PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No.	Drawn by:	Checked by:	Drawn Date:
2 of 2	EAA	JRN	4/14/26
Parcel Number:	PREPARED FOR:		Job Number:
N/A	REAL ESTATE SERVICES		8607E26-1

THIS DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

EXHIBIT "A"
Page 2 of 2

RESOLUTION NO. 2026-_____

VACATING AND CLOSING A PORTION OF PLATTED, UNOPENED, UNMAINTAINED RIGHT-OF-WAY WITHIN THE MAPS OF LEISURE SHORES AND THE REVISED MAP OF LAKE VIEW, WINTER HAVEN, POLK COUNTY, FLORIDA.

WHEREAS, the petition of Kelly L. Yudichak, requesting that the Board of County Commissioners of Polk County, Florida, vacate, abandon, discontinue and close a portion of platted, unopened, unmaintained right-of-way as shown on the maps of Leisure Shores and the Revised Map of Lake View:

A parcel of land being a portion of a right-of-way labeled as Marianna Street on the REVISED MAP OF LAKE VIEW SUBDIVISION as depicted in Plat Book 3, Page 80, and LEISURE SHORES as depicted in Plat Book 46, Page 4, all of the Public Records of Polk County, Florida, lying in Section 07, Township 28 South, Range 26 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Lot 13, Block 5 of said LEISURE SHORES, said point being on a curve concave northwesterly, having a radius of 1194.85 feet, a central angle of 03°09'47", a chord bearing of North 21°50'36" East, and a chord distance of 65.95 feet; thence northeasterly along the westerly line of said Lot 13, Block 5, and the arc of said curve 65.96 feet, to the northerly line of said Lot 13, Block 5 and the POINT OF BEGINNING, said point being the point of reverse curvature of a curve concave southeasterly having a radius of 25.00 feet, a central angle of 69°42'28", a chord bearing of North 55°06'56" East and a chord distance of 28.57 feet; thence northeasterly along said northerly line, and the arc of said curve 30.42 feet to the point of tangency; thence North 89°58' 10" East, along the north line of said Lot 13, Block 5, a distance of 135 feet, more or less, to the waters edge of Lake Hartridge; thence northeasterly along said waters edge, 66 feet, more or less, to the South line of Lot 5, Block "D" of said REVISED MAP OF LAKE VIEW SUBDIVISION; thence South 89°58'10" West, along said south line, 179 feet, more or less to the northerly extension of said westerly line of Lot 13, Block 5, and a point on a curve concave northwesterly, having a radius of 1194.85 feet, a central angle of 03°21'24", a chord bearing of South 18°35'00" West, and a chord distance of 69.99 feet; thence southwesterly, along said northerly extension, and the arc of said curve 70.00 feet to the POINT OF BEGINNING.

and renounce and disclaim any right of the County and the public in and to said right-of-way and the land in connection therewith, was duly presented to said Board at its regular meeting held on the 2nd day of June, 2026; and

WHEREAS, notice of intention to apply to the Board of County Commissioners to close said right-of-way was duly published in The Polk Sun, Lakeland, Florida, a newspaper of general circulation in Polk County, Florida; and

WHEREAS, a hearing has been held this 2nd day of June, 2026 as provided in the above referred to notice, and after due weight, consideration and determination, it has been determined that the statutory requirements have been complied with and that the closing and abandoning of the right-of-way described above will not adversely affect the ownership of any person, it being conclusively shown and demonstrated that said right-of-way is no longer needed as right-of-way; and

WHEREAS, this action is found to be in the best interest of the public.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida, that certain right-of-way described above be and is hereby vacated, abandoned, discontinued, and closed and all rights of the County and the public in and to said right-of-way and the land in connection therewith be and is hereby renounced.

ADOPTED this 2nd day of June, 2026.

Agenda Item O.3. 6/2/2026

SUBJECT

Public Hearing (LDCU-2025-38 Highlands Street MHP) (De Novo Hearing) to consider an appeal to the Planning Commission's decision to deny (7:0) this case on April 1, 2026. (No Fiscal Impact)

DESCRIPTION

Chad Brooker, Traditions Engineering, on behalf of Eric Brown Jr., has appealed the decision of the Planning Commission to deny (7:0) LDCU-2025-38 (Highlands Street MHP), a request for Conditional Use approval for a 19-unit Mobile Home Park in a Residential Low-4 future land use district. The subject property is located at 2730 West Highland Street, east of Wilkinson Road, west of Lebanon Road, south of New Tampa Highway, south and east of Lakeland in Section 22, Township 28, Range 23.

Section 921.C.3 of the Land Development Code (LDC) requires a De Novo hearing to be held within 90 days of the Planning Commission hearing.

RECOMMENDATION

Approve

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Ian Nance, Principal Planner

Land Development Division

(863) 534-7621

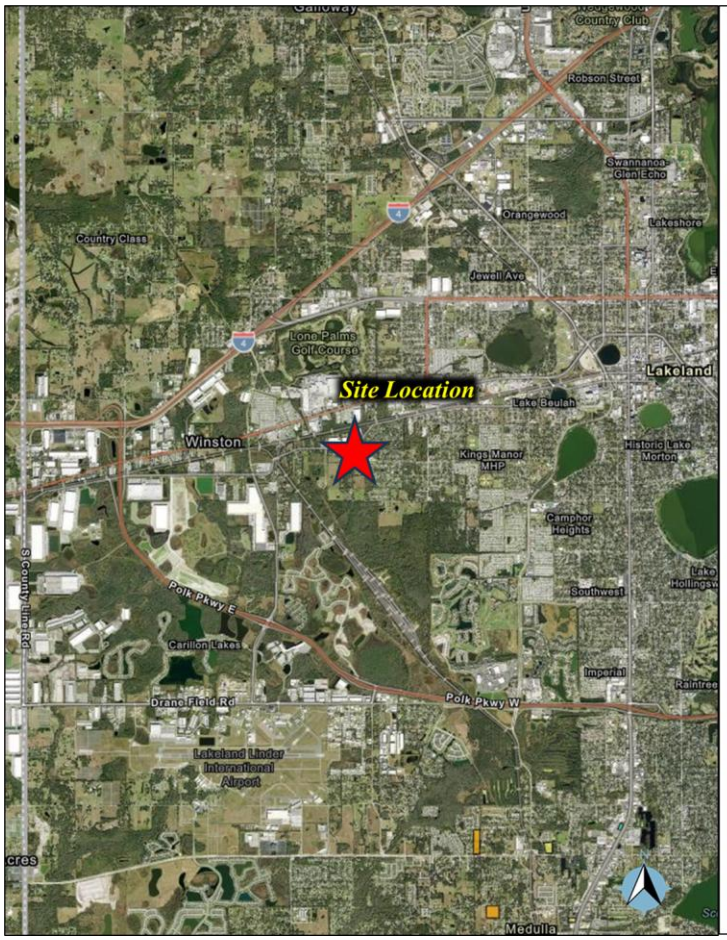
ivannance@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

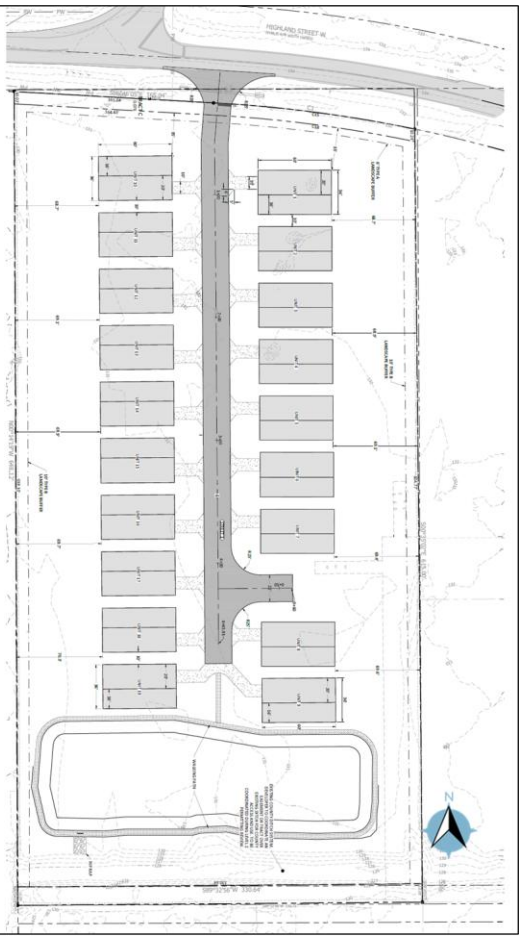
DRC Date:	January 29, 2026	**Level of Review:**	Level 3 Review
PC Date:	April 1, 2026	**Type:**	Conditional Use
BoCC Date:	June 2, 2026 (DeNovo)	**Case Numbers:**	LDCU-2025-38
		Case Name:	Highlands Street Mobile Home Park
Applicant:	Chad Brooker, Traditions Engineering	**Case Planner:**	Ian Nance, Principal Planner

Request:	The applicant is requesting Conditional Use approval for a 19-unit Mobile Home Park in a Residential Low-4 future land use district.
Location:	The subject property is located at 2730 West Highland Street, east of Wilkinson Road, west of Lebanon Road, south of New Tampa Highway, south and east of Lakeland in Section 22, Township 28, Range 23.
Property Owners:	Eric Brown Jr.
Parcel Number (Size):	232822-091000-000901 (+/- 4.93 acres)
Future Land Use:	Residential Low-4 (RL-4)
Development Area:	Transit Supportive Development Area (TSDA)
Nearest Municipality:	City of Lakeland
DRC Recommendation:	Approval
Planning Commission Vote:	Deny 7-0

Site Location



Site Plan



Summary:

**** On April 1, 2026, the Planning Commission voted to deny LDCU-2025-38 by a 7-0 vote. The applicant for the case subsequently filed for this De Novo Hearing.****

The applicant is requesting Conditional Use approval of a 19-unit Mobile Home Park (MHP) on +/- 4.93 acres within the Transit Supportive Development Area (TSDA) and Residential Low-4 (RL-4) future land use district near the city of Lakeland. Residential densities within these areas can reach 7 DU/AC. The proposed density is approximately 3.85 DU/AC. Though MHPs have multiple units under one ownership, the LDC requires minimum lot areas of 4,000 sq. ft. with two parking spaces for each unit. The mobile homes within the proposed MHP will be 2,160 sq. ft. on lot areas of 5,900 sq. ft. All parking and setback requirements will be met, and a passive recreation area exceeding an acre is located on the southern end of the site.

The subject site is currently developed with a single-family home. Individual Site-Built and Mobile Homes, as well as other MHPs and Mobile Home subdivisions, are in the immediate area. Industrial land uses are located to the northwest. Landscaping will be provided in accordance with LDC 720 standards. The site has frontage on West Highlands Street/Old Tampa Highway and within the city of Lakeland's utility service area. The city will provide potable water. The applicant is proposing a private septic system and will require a waiver for centralized wastewater connection pursuant to LDC Section 704.

Few environmental issues are present at this site, though soil limitations may preclude higher residential density without the availability of a wastewater connection. No wetlands or flood zones are mapped onsite, though this property is within the Itchepackesassa Creek strained basin, an area with a constricted stormwater outfall. A 100-year/24-hour stormwater pond will be required, and the applicant has provided for an easement on the site plan along the southern property line for County access to maintain an existing ditch system.

Given the proximity of a school and its location with the TSDA, a sidewalk will be required along the frontage of the site. The site has direct access to a mass transit route, and the site is near US 92 and the Polk Parkway with quick access to I-4 and surrounding employment opportunities. Emergency services are available and operate at expected response levels, and two city parks are located within 1.5 miles of the site.

Staff recommends approval. Ultimately, this decision is about placing multiple mobile home units on one parcel and whether that is compatible with surrounding uses and consistent with LDC standards. This property could be subdivided into 19 fee-simple lots for site-built homes with a similar layout and density without a public hearing (Level 2 Review) if setbacks and minimum lot sizes of 6,000 sq. ft. were maintained. The application, with the proposed Conditions of Approval, is consistent with Comprehensive Plan and LDC standards. Staff finds this use is compatible with surrounding single-family development. This presents a redevelopment opportunity in an area planned for this density near major transit, commerce, and employment centers.

Findings of Fact

- *This is an applicant-initiated request for a Conditional Use approval of a 19-unit Mobile Home Park on approximately 4.93 acres with a density of 3.85 DU/AC.*

- *The property is designated Residential Low-4 (RL-4). According to LDC Table 2.2, standard RL-4 districts allow up to four dwelling units per upland acre.*

- *Land Development Code (LDC) Table 2.1 lists "Mobile Home Parks" as "C3" conditional uses in RL-4 land use districts.*

- *According to Table 2.2, the setbacks in RL-4 are as follows:*

  Side: 7 ft.
  Rear: 10 ft.
  Urban Collector R/W: 35 ft.
  Accessory: 5 ft.

- *The site is located in the Transit Supportive Development Area (TSDA), which is the area "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," according to POLICY 2.104-A1 of the Comprehensive Plan. The maximum density in RL within the TSDA is 7 DU/AC.*

- *Comprehensive Plan Policy 2.104-A5 requires development within the TSDA to:*

  a. *provide access to transit facilities;*

  b. *connect to centralized potable water and sanitary sewer systems;*

  c. *incorporate design features that promote healthy communities and green building practices, as established in Section 2.1251, Community Design, of this element;*

  d. *implement "Complete Street" and "Conservation Development" principles as established under Section 2.1251, Community Design, of this element;*

  e. *integrate pedestrian-oriented features, including sidewalks, trails or walkways into every development including appropriate pedestrian shelters or awnings;*

  f. *provide access to civic space, parks, green areas, and open space and other amenities;*

  g. *be supported by public safety (i.e., fire, EMS and law enforcement);*

  h. *have access to public schools;*

  i. *provide connectivity with adjacent uses within the TSDA and facilitate connectivity between the TSDA and other urban centers and the rural development areas.*

j. encourage the inclusion of a variety of housing choices, 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.

- *Mobile Home Park is defined in LDC Chapter 10 as "A single tract of land under a single ownership where lots are offered for lease or rent for placement of three or more mobile homes or where mobile homes are offered for lease or rent, and which is developed with all necessary facilities and services for park residents in accordance with an approved site development plan."*

- *LDC Section 303, Mobile Home Parks, requires 4,000 square feet of upland area per mobile home space and 500 square feet of recreation area per dwelling unit. In no case shall any individual recreation area be less than 10,000 square feet in area.*

- *LDC Section 303, Mobile Home Parks, requires 10 feet of space between neighboring units and two parking spaces per unit.*

- *The property is zoned for Jesse Keene Elementary, Sleepy Hill Middle, and Kathleen High School.*

- *Fire/EMS responses to this project are from Polk County Fire Rescue Station 24, the Winston Creek Station, located at 1140 North Galloway Road, Lakeland.*

- *The nearest Sheriff's substation is the Northwest Command Center at 1045 Wedgewood Estates Boulevard, Lakeland.*

- *The site is located within the city of Lakeland's Utility Service Area for potable water and wastewater.*

- *The site has frontage on West Highland Street (Road No. 832214), an Urban Collector Roadway.*

- *Two parks within the city of Lakeland – West Side Park and the Southwest Complex – are located to the east of the site.*

- *There are no wetlands and floodplains on and near the site. It is located within the Itchepackesassa Creek stressed basin.*

- *The developable portions of the site are comprised of all sandy soils: Pomona, and Smyrna & Myakka Fine Sands, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey.*

- *According to Polk County Endangered Habitat Maps, the proposed MHP is not located within a one-mile radius of an endangered species sighting. (Source: Florida Natural Areas Inventory, 2002, 2006 &2011).*

- *The site is not within the flight path and height restriction buffer zones of a public use airport.*

- *The Comprehensive Plan defines Compatibility in Section 4.400 as "A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."*

- *This request has been reviewed for consistency with Table 2.1 and Sections 303 and 906 of the LDC.*

Development Review Committee Recommendation: Based on the Findings of Fact, information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee (DRC) finds that with the proposed conditions the request **IS COMPATIBLE** with the surrounding land uses and general character of the area and **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code. Therefore, the DRC recommends **APPROVAL of LDCU-2025-38.**

On April 1, 2026, the Planning Commission voted to deny this application 7-0.

CONDITIONS OF APPROVAL

Based upon the findings of fact, DRC recommends APPROVAL of LDCU-2025-38 with the following conditions:

1. LDCU-2025-38 shall be approved for a 19-unit mobile home park, as demonstrated in the application and site. [PLG]

2. The site plan included herein together with the conditions of approval shall be considered the "Binding Site Plan." Any modifications to LDCU-2025-38, except for those listed in Section 906.E of the LDC, shall constitute a Major Modification to this approval and require a Level 3 Review before the Planning Commission. [PLG]

3. Stormwater ponds shall be designed for a 100-year/24-hour storm event. [Roads & Drainage]

4. During the Level 2 Review, the applicant/developer shall coordinate and provide for an easement or tract over an existing ditch for County access and use, as demonstrated on the site plan. [Roads & Drainage]

5. Prior to a Level 2 Review submittal, the applicant/developer shall submit for and be granted a waiver to public wastewater connection, in accordance with the standards in LDC Section 702.A.2, if a private septic system is to provide for wastewater treatment. [Roads & Drainage]

GENERAL NOTES

NOTE: This staff report was prepared without the benefit of testimony and evidence submitted by the public and other parties at a public hearing.

NOTE: Approval of this request shall not constitute a waiver or variance from any applicable development requirement unless specifically noted in the conditions of approval and consistent with the LDC.

NOTE: All written comments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding upon the applicant, provided such comments are not at variance with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.

NOTE: Approval of this request is only for Level 4 Review and only for those development decisions within the Planning Commissioners' jurisdiction. A Level 2 Review (engineered plans) will be required reflecting the standard conditions listed in Section 303 of the Land Development Code and the development standards listed in Chapter 7 of the Land Development Code. Upon completion of the Level 2 Process, building permits will be required for all structures in accordance with Chapter 553 of the Florida Statutes.

NOTE: Issuance of a development permit by the county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Surrounding Land Use Designations and Current Land Use Activity

The following table provides a reference point for notable and pertinent Future Land Use Map districts and existing land uses upon them.

Table 1		
Northwest: IND West Highland Street Warehousing/Distribution	**North: IND & RL-4** West Highland Street MHP & Vacant IND	**Northeast: RL-4** **West Highland Street** MHP & Site-Built Homes
West: RL-4 Site-Built Home +/- 6.80 Acres	**Subject Property: RL-4** Site-Built Home +/- 4.93 Acres	**East: RL-4** Mobile Homes & Site-Built Home Multiple Properties
Southwest: RL-2 Vacant Residential +/- 14.37	**South: RL-2** Mobile Home & Site-Built Homes Multiple Properties	**Southeast: RL-2** Site-Built Home +/- 4.98 Acres

The subject site is currently developed with a 1,356 sq. ft. site-built home constructed in 1950. It is described as ½ of Lot 9 within the West End Farm subdivision, recorded in 1914 (PB 3 PG 32). It is located approximately 0.15 miles from the city limits of Lakeland in an area that transitions between single-family development and subdivisions (containing both site-built and mobile home units) dating to the 1950s, and the warehousing and industrial growth that has since occurred along the I-4 and US 92 corridors.

Compatibility with the Surrounding Land Uses and Infrastructure:

The Comprehensive Plan defines Compatibility in Section 4.400 as "A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion."

Planning staff analyzes a site plan for compatibility by reviewing several factors: the type and intensity of adjacent uses versus the proposed use; how the proposed development interacts with the surrounding area in relation with existing uses; access to roads and where traffic generated from the site will travel; the proximity to retail, employment, emergency services, mass transit, parks, and other public services; and how the applicant addresses possible incompatibilities that might arise from the proposed use by utilizing mitigating strategies found in the Comprehensive Plan or through Conditions of Approval agreed upon by the applicant and staff.

A. Land Uses:

The applicant is requesting Conditional Use approval of a 19-unit Mobile Home Park (MHP) on +/- 4.93 acres within the Transit Supportive Development Area (TSDA) and Residential Low-4 (RL-4) future land use district near the city of Lakeland. Residential densities within these areas can reach 7 DU/AC. The proposed density is approximately 3.85 DU/AC.

Though MHPs have multiple units under one ownership, the LDC requires a minimum space of 4,000 sq. ft. with two parking spaces for each unit. The mobile homes within the proposed park will be 2,160 sq. ft. on spaces of 5,900 sq. ft. All parking and setback requirements will be met. Pursuant to LDC Section 303, recreation areas equal to a minimum of 500 square feet per dwelling unit shall be provided (9,500 sq. ft.) and be accessible to all residents within the park. A passive recreation area exceeding an acre is located on the southern end of the site.

As noted above, the property is primarily surrounded by residential uses, though an Industrial land use district is located to the northwest. South of West Highland Street and abutting the property are parcels ranging from 0.45 acres to nearly 7 acres with single-family homes, as described in Table 1. The intensity of this development will exceed that found on these properties, but the site plan and standard LDC requirements offer strategies to mitigate these disparities.

For one, the proposed mobile homes will be setback 68-70 feet from the eastern and western property lines, more than the seven-foot side setbacks required in RL-4. For comparison, if a non-residential development was proposed here, like a church or school, the proposed setbacks for the MHP would exceed the 50-foot compatibility setback that would required of those uses by LDC Section 220. To the rear of the property will be a stormwater pond that serves as a buffer and recreation area. In addition to the setbacks, along the southern, eastern, and western property lines, a Type “B” landscaping buffer will be required in accordance with LDC Section 720. A Type “A” buffer will be planted along the frontage.

North of West Highland Street is a 30-unit MHP dating to the 1970s. Bordering this is the Edgewood Park subdivision (PB 13 PG 2) platted in 1925 with site-built homes dating to the 1940s on lots comparable to the space requirements proposed with this MHP (6,500 sq. ft. & 5,900 sq. ft., respectively). It is worth noting here that this property could be subdivided into fee-simple lots for 19 site-built homes with a similar layout and density without a public hearing if setbacks and minimum lot sizes of 6,000 sq. ft. were maintained.

B. Infrastructure & Timing:

POLICY 2.102-A1 of the Comprehensive Plan states, “Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.”

The subject site is located amid employment centers and Residential-Low densities with access to major transportation routes. Within the TSDA, public services, utilities, and mass transit are available with capacity in schools. Retail plazas, restaurants, and grocery stores are within two miles of the site within the city of Lakeland. This project represents a redevelopment opportunity in a location programmed for the proposed level of density.

Nearest and Zoned Elementary, Middle, and High School

As part of the application, the applicant submitted a non-binding school concurrency determination letter dated February 11, 2026, which states there is capacity at the zoned elementary, middle, and high schools.

Table 2, below, demonstrates the estimated demand for student seats for this 19-unit MHP.

Table 2

Name of School	Annual Estimated Demand	% Capacity School Year	Average driving distance from subject site
Jesse Keen Elementary	3 students	77%	±1.3 miles driving distance
Sleepy Hill Middle	1 student	78%	±7.2 miles driving distance
Kathleen Senior High School	2 students	70%	±2.6 miles driving distance

Source: Polk County School Board, Polk County Impact Fee Ordinance, GIS

The impact of 19 new mobile homes is not significant given the capacity available in surrounding schools. There are no new schools currently planned in this area of the County. For now, the existing schools have capacity to serve the population. A binding school concurrency letter will be issued through the Level 2 Review process.

Nearest Sheriff, Fire, and EMS Station

Polk County Fire Rescue provides Advanced Life Support transport to all residents and visitors of Polk County. It also provides fire suppression, rescue services, and fire prevention services to all of unincorporated Polk County and the municipalities of Eagle Lake, Polk City, Mulberry, Lake Hamilton, and Hillcrest Heights. Emergency response is considered effective if response times are within eight (8) minutes in rural and suburban areas and 13 minutes in urban areas.

Fire/EMS services are provided from PCFR Station 24, located within four miles of the site. Response times could average 9 - 11 minutes, depending on the type of call.

Table 3

	Name of Station	Distance	Response Time*
Sheriff	Northwest District Command 1045 Wedgewood Estates Blvd., Lakeland	±8.28 miles	P1 – 11:02 minutes P2 – 27:15 minutes
Fire/EMS	PCFR Station 24 – Winston Creek 1140 North Galloway Road, Lakeland	±3.4 miles	9-11 minutes

Source: Polk County Sheriff's Office and Public Safety
**Response times are based from when the station receives the call, not from when the call is made to 911.*

Sheriff response times are not as much a function of the distance to the nearest Sheriff's substation, but more a function of the overall number of patrol officers within the County. The PCSO is always trying to improve response times, especially for Priority 1 Calls, by employing new technologies such as Emergency 1 Dispatch (E1D) and Live911. E1D is a program designed to alert deputies at the earliest possible moment of a call for service that is being classified as a true emergency. E1D alert notifications are sent to deputies via their agency-issued smart phones as text messages, alerting deputies of the call type and address of the emergency. Similarly, Live911 technology allows deputies to hear emergency calls in real-time as the dispatcher is receiving the information. Both E1D and Live911 enable deputies to self-dispatch to these in-progress, high-risk incidents as

dispatchers collect additional information about the call, thus reducing our response time to emergency situations.

Patrol staff in each district also monitors the response times for their areas and tries to manage their shifts according to manpower, hotspots, traffic obstructions/construction sites, etc. Areas that are more spread out tend to have slightly longer response times because of the vast land mass of their district and time of travel. Since patrol deputies are not sitting in the office waiting on a call, it is easier for patrol staff to assign them to certain sectors or beats based on areas with higher call volume to reduce response time; however, this cannot be predicted precisely.

Water and Wastewater Demand and Capacity:

The subject site is located within the city of Lakeland's utility service area.

A. Estimated Demand:

The proposed development is for 19 mobile home units. Mobile homes on lots of 6,000 square feet or less are estimated to generate 215 gallons per day (GPD) for water and 180 GPD for wastewater. Base density without Planning Commission approval in the RL-4 district is four (4) dwelling units per upland acre. Within the TSDA, this can be approved for up to seven (7) dwelling units per acre.

Table 4, to follow, provides generalized estimates of the anticipated water and wastewater demands under different development criteria. The first compares the maximum demand from site-built homes that could be built with the available acreage (360 GPD/270 GPD); the second contemplates multi-family up to 7 DU/AC (198 GPD/180 GPD); finally, this evaluates the proposed plan at the rates listed above.

Table 4

Subject Property	**Estimated Impact Analysis**		
±4.93 Uplands	**Demand as Currently Permitted RL-4 (4 DU/AC)**	**Maximum Permitted in the District RL-4 (7 DU/AC)**	**Proposed Plan (3.85 DU/AC)**
Permitted Intensity	19 SFR	34 MF	19 MH units
Potable Water Consumption (GPD)	6,840 GPD	6,732 GPD	4,085 GPD
Wastewater Generation (GPD)	5,130 GPD	6,120 GPD	3,420 GPD

Source: Polk County Concurrency Manual & Polk County Utilities

Though these are estimates, mobile homes generally create less demand on utilities than the equivalent number of site-built homes. It is worth noting, however, that these usage rates are under evaluation to ensure their accuracy. Capacity information will become available during the Level 2 Review process.

B. Available Capacity:

The site is within the city of Lakeland's utility service area. Potable water utilities will be provided by city of Lakeland. There is an existing water main running parallel to Old Tampa Highway, and connection will be required.

The applicant proposes connection to a private septic system. LDC Section 702.A.2 requires connection to available wastewater lines; however, a waiver per the requirements of Section 932,

may be granted, if it can be shown that the parcel proposed for development cannot, or will not, be served by public wastewater within the County's 10-year Master Utility Plan, and the utility provider provides written verification that the extension of the centralized public wastewater is not economically feasible from the public perspective, the total developable parcel may develop with septic tanks and without the installation of dry lines.

The applicant for the waiver shall include an analysis of the following factors:

(i) Status in the County's 10-year Master Utility Plan;
(ii) Accessibility of the system;
(iii) Infrastructure improvements needed for connection including ROW or easement acquisitions;
(iv) Environmental sensitivity (soils, wetlands, floodplains, stressed basins);
(v) Impact on public health based on input from the Health Department;
(vi) Loss of potential future connections if waiver is granted.

The West Lakeland Wasteload Reduction Facility is located approximately 0.25 miles to the west. This facility reduces organic loading at the Glendale WRF by treating high-strength wastewater from industrial, commercial, and residential areas on the west side of Lakeland. The pretreatment facility has reduced organic loading to the Glendale WRF by approximately one-third or to pre-1997 levels.

C. Planned Improvements:

No County improvements are planned in this area.

Roadways/ Transportation Network

The Polk County Transportation Planning Organization (TPO) monitors traffic congestion on over 425 roadway segments (950 directional links). The Roadway Network Database contains current traffic data for all arterial and collector roads and includes information on the current traffic volume and level-of-service for these major roads. The report identifies both daily and peak hour traffic volumes. Daily traffic volumes are reported in Annual Average Daily Traffic (AADT) – the typical traffic volume on a weekday over a 24-hour period. Peak hour traffic represents the highest hourly traffic volume for period between 4 – 7 p.m. It is reported as both a two-way volume and as directional volumes (east and west or north and south).

The peak hour traffic volumes are used to estimate the level-of-service for each roadway, in each direction. Level-of-service refers to the quality of traffic flow. It is the primary measure of traffic congestion. Level-of-service (LOS) is measured on a scale of ‘A’ to ‘F’ with LOS ‘A’ being the best (free-flow traffic) and LOS ‘F’ being the worst (severe traffic congestion).

A. Estimated Demand:

The development of the proposed 19 mobile home units will not result in a significant loss of transportation capacity on the surrounding roadway network. It is estimated that there will be 7.87 vehicle trips per unit each day on average and approximately 0.48 vehicle trips per unit either coming or going during the peak hour.

Table 5, to follow, provides generalized estimated traffic demands under different development criteria. The first compares the maximum demand from site-built homes that could be built with the

available acreage (7.81 AADT/1 Peak PM); the second contemplates multi-family up to 7 DU/AC (6.21 AADT/0.52 Peak PM); finally, this evaluates the proposed plan at the rates listed above.

Table 5

Subject Property	Estimated Impact Analysis		
±4.93 Uplands	**Demand as Currently Permitted RL-4 (4 DU/AC)**	**Maximum Permitted in the District RL-4 (7 DU/AC)**	**Proposed Plan (3.85 DU/AC)**
Permitted Intensity	19 SFR	34 SFR	19 MH units
Average Annual Daily Trips (AADT)	148	211	150
PM Peak Hour Trips	19	18	9

Source: Polk County Concurrency Manual

No matter the level of review, a Major Traffic Study would not be required during the Level 2 Review process because the AADT is lower than 750. The Institute of Transportation Engineers (ITE) has conducted numerous studies on how much traffic that residential developments place on the roadway system at all times of the day. They also have identified how much of that traffic is going onto the system and how much is coming off the system. The biggest threat to roadway capacity is traffic leaving the development and entering the system. ITE estimates that approximately 38% of the average PM peak hour (peak day) traffic will be leaving the development, which is approximately three (3) vehicles.

B. Available Capacity:

As shown in Table 5, the proposed development will not consume a significant amount of available capacity if it is approved. It will likely generate less traffic than is allowed onsite by-right because of the type of units within it.

There is capacity on the nearest affected traffic segment. Table 6, to follow, displays the generalized capacity on the most affected transportation links.

Table 6

Link #	Road Name	Current Level of Service (LOS)	Available PM Peak Hour Capacity	Minimum LOS Standard
4096E	West Highland Street From: Old Tampa Highway to Sikes Boulevard	C	658	D
4096W	West Highland Street From: Sikes Boulevard to Old Tampa Highway	C	652	D

Source: Polk County Transportation Planning Organization, Concurrency Roadway Network Database January 17, 2025

C. Roadway Conditions:

West Highland Street is an Urban Collector roadway with a paved surface width of 20 feet and a right of way of 70 feet at the entrance to the site. Both are below the LDC standards in LDC Table 8.2 (24’ pavement/80’ RW) for an Urban Collector.

Per LDC criteria, land to be developed for residential purposes adjacent to an existing County road where right-of-way is deficient shall dedicate or deed additional right-of way from the centerline of the existing County road along the entire frontage of the development site at a width of 40 feet from the centerline of two (2) lane collector roads constructed with a Rural Section (no curb).

Development sites accessing a collector roadway that is substandard due to pavement width shall increase the pavement width to 24 feet in both directions and equally on both sides of the road along the existing roadway right-of-way.

D. Sidewalks

No sidewalks are presently located along the frontage of the site. Sidewalks will be required in accordance with LDC Section 707. The nearest sidewalk connection is approximately 0.33 miles to the southeast.

E. Mass Transit

Citrus Connection's Circulator-Westside Route passes the subject site. A bus stop is located at Old West Highland Street & Lebanon Road, approximately 330 feet from the property line. According to the city of Lakeland, the stop spacing for this location would not be suitable for a transit shelter, however a sidewalk would a facilitate a walking path to the current stop.

Park Facilities and Environmental Lands:

A. Location:

Lakeland Parks & Recreation's Southwest Softball Complex is located at 1444 West Highland Street, Lakeland, FL 33815, approximately 1.5 miles to the east. Westside Park is located at 1800 Oakhill Street, Lakeland, FL 33815. It is approximately 1.6 miles to the east.

B. Services:

The Southwest Softball Complex site provides four diamonds; two soccer fields; and a tot lot. Westside Park is a community-focused recreational facility in Lakeland offering a softball diamond, children's playground, and picnic pavilion.

A public boat ramp is located at Lake Hunter to the east.

C. Environmental Lands:

No environmental lands are located within the vicinity.

D. Planned Improvements:

There are no further recreational improvements scheduled for this quadrant of the County at this time.

Environmental Conditions

The Polk County Comprehensive Plan has a Conservation Element. Division 2.300 of the Comprehensive Plan mentions, "The goal, objectives, and policies of the Conservation Element are designed to protect the natural resources which make Polk County a special place while preventing degradation of the environment and allowing development and economic expansion to occur." There should be no serious environmental conditions that need to be addressed with this subject site.

A. Surface Water:

There is no surface water onsite. The nearest natural body of water is Lake Hunter, approximately two miles to the east. This lake is approximately 91 acres and is impaired, according to FDEP's implementation of the Impaired Waters Rule (IWR). The FDEP evaluates whether waters meet their designated uses, which include aquatic life use support, primary contact and recreation use support, fish and shellfish consumption use support, and drinking water use support. This project is not anticipated to have direct impact on Lake Hunter.

This site has been identified as being within the Trailer Park Drain within an area known as the Itchepackesassa stressed basin. Treatment of stormwater from new impervious areas shall be properly permitted through the County and SWFWMD. A 100-year/24-Hour stormwater design will be required.

B. Wetlands/Floodplains:

No wetlands or flood zones are identified onsite. The site has an elevation of 132' at the northeast corner that gradually slopes south-southwest until an existing drainage ditch (126-127 feet). During the Level 2 Review, the applicant/developer will coordinate and provide for an easement or tract over an existing ditch for County access and use, as demonstrated on the site plan. According to the site plan, all proposed homes and the stormwater pond will be placed between 131 and 132 feet.

C. Soils:

The developable area of the site is comprised of all sandy soils: Pomona, and Smyrna & Myakka Sands, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey.

Table 7

Soil Name	**Septic Tank Absorption Field Limitations**	**Limitations to Dwellings w/o Basements**	**% of Site** *(approximate)*
Pomona Fine Sand	Severe: wetness, percs slowly	Severe: wetness	86%
Smyrna & Myakka Fine Sands	Severe: wetness	Severe: wetness	14%

Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service

The Pomona series consists of very deep, poorly and very poorly drained soils that formed in sandy and loamy marine sediments. This allows poor percolation for septic systems and can lead to standing water when the ground has become saturated when there is a constrained outfall for stormwater.

D. Protected Species

According to Polk County Endangered Habitat Maps, the proposed development is not located within a one-mile radius of an endangered species sighting. (Source: Florida Natural Areas Inventory, 2002, 2006 & 2011).

This site is not located within the Florida Wildlife Corridor or listed as an existing natural area within the Polk Green District Map. No conservation easements are located adjacent to the subject site, according to the Polk County Property Appraiser.

The Polk Green District overlay was established to guide planning for, and the acquisition or conservation of, an interconnected network of open spaces, natural areas and agricultural lands.

The overlay provides a framework for land use policies and community investments that provide:

a. protection of natural resources and wildlife habitat;
b. habitat corridors through linked open spaces;
c. protection of historic and cultural resources;
d. recreational opportunities;
e. community health benefits;
f. economic development opportunities; and
g. multi-use trails connecting population centers to natural areas.

The Florida Wildlife Corridor is statewide network of nearly 18 million acres of connected lands and waters supporting wildlife and people. It is not incorporated in the Comprehensive Plan or LDC at this time.

E. Archeological Resources:

There are no protected archeological resources onsite, according to the Florida Department of State, Division of Historical Resources.

F. Wells (Public/Private)

The site is not within a Wellfield Protection district. The nearest one is approximately 0.50 miles to the northwest. According to the applicant, no wells are located onsite.

G. Airports:

The site is not within the flight path or height restriction buffer zones of a public use airport.

Economic Factors:

MHPs provide an affordable leased housing opportunity. This project is well-situated near employment centers, urban services, and retail and commerce within the city of Lakeland. Shorter commutes to work and recreation save money for those living in the park and reduces the traffic impacts. This is a redevelopment project in an area primed for higher-density development. An argument can be made, though, that the density proposed with this project is not enough, given the underlying development area, future land use district, and provision of daily needs in the area. The connection to wastewater, if the city accommodates the capacity, could potentially add 15 more units.

Consistency with the Comprehensive Plan and Land Development Code:

Table 8, to follow, provides an analysis of the proposed request when compared to typical policies of the Comprehensive Plan selected by staff for evaluation of development proposals. Based upon this analysis, the proposed request is consistent with relevant policies of the Polk County Comprehensive Plan.

Table 8

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.102-A2: COMPATIBILITY - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.	The proposed mobile home park development is made compatible with neighboring properties by some screening where there is a significant disparity in development density. Otherwise, the surrounding area has similar developments and is comprised of single-family uses.
POLICY 2.102-A1: DEVELOPMENT LOCATION – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.	The site is located in an area planned for more intense urban development. The close proximity to commercial is also a plus for higher density housing. Multiple retail goods and services are within two miles of the site.
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 proposed development is consistent with services available in the TSDA.
POLICY 2.102-A4: TIMING - The development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.	The site is located within an area that has a significant amount of urban infrastructure and services with ample capacity to serve it. The only service weakness is sidewalks which the development will add to the network.
POLICY 2.102-A15: ADEQUATE PUBLIC FACILITIES - The County will direct new growth to areas where adequate public facilities exist or are planned; and ensure that essential services are in place to provide for efficient, cost effective response times from the Fire Department, Sheriff's Department, and Emergency Management Service (EMS).	The subject property is located within an area of the County that has adequate public safety services as identified in the staff report.

The BoCC, in the review of development plans, shall consider the following factors listed in Table 9 in accordance with Section 907.D.6 of the Land Development Code.

Table 9

The BoCC, in the review of development plans, shall consider the following factors in accordance with Section 907.D.6 of the LDC:	
Whether the proposed development is consistent with all relevant requirements of this Code;	*Yes, this request is consistent with The LDC, specifically Sections 906.D and 303.*
Whether the proposed development is consistent with all applicable policies of the Comprehensive Plan;	*Yes, this development is consistent with the Comprehensive Plan because it meets the density requirements in RL and the TSDA.*
Whether the proposed use is compatible with surrounding uses and the general character of the area, including such factors as density, height, bulk, scale, intensity, traffic, noise, and appearance; and	*Yes, the request is compatible with surrounding uses and the general character of the area, as demonstrated within the staff report.*
Any other matter which the BoCC may deem appropriate and relevant to the specific development proposal.	*The request is capable of meeting concurrency requirements in the timeframe in which it will be constructed.*

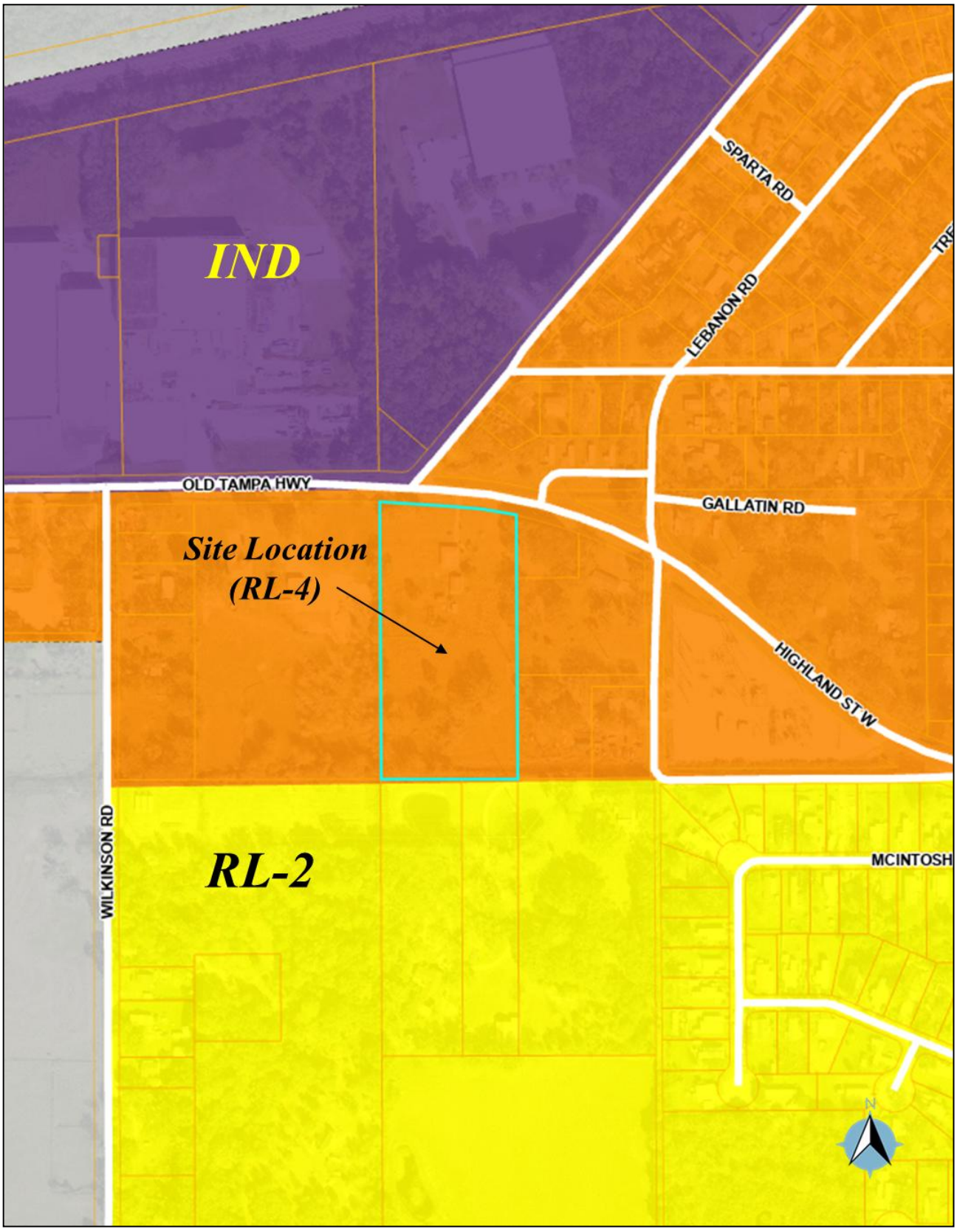
Comments from other Agencies: Land Development Engineering, the County Surveyor, Polk County School Board, Roads & Drainage, and the city of Lakeland contributed to the drafting of this report.

Exhibits

Exhibit 1 Location Map
Exhibit 2 Future Land Uses
Exhibit 3 Aerial Image (Context)
Exhibit 4 Aerial Image (Close)
Exhibit 5 Site Plan



Location Map



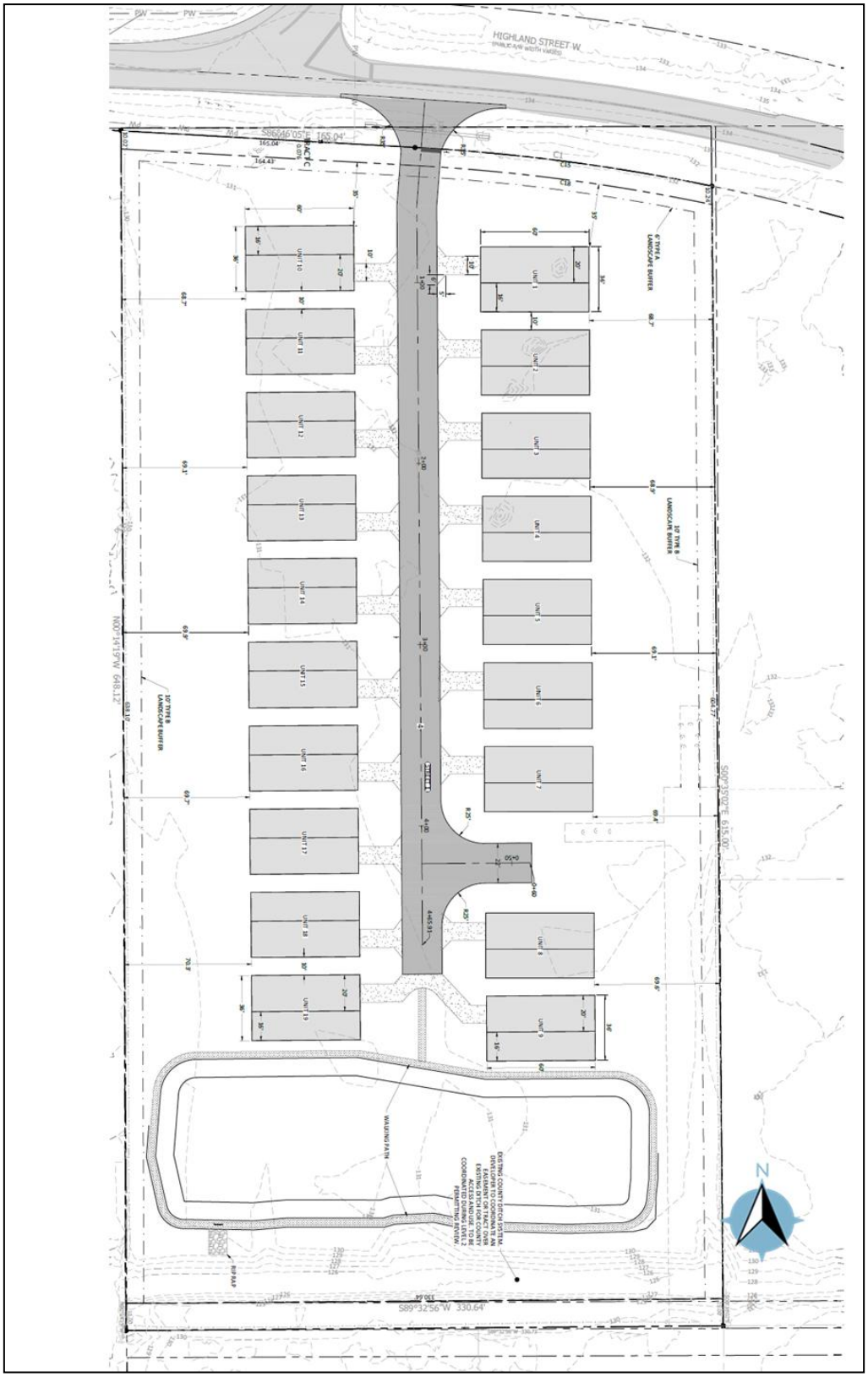
Future Land Use Map



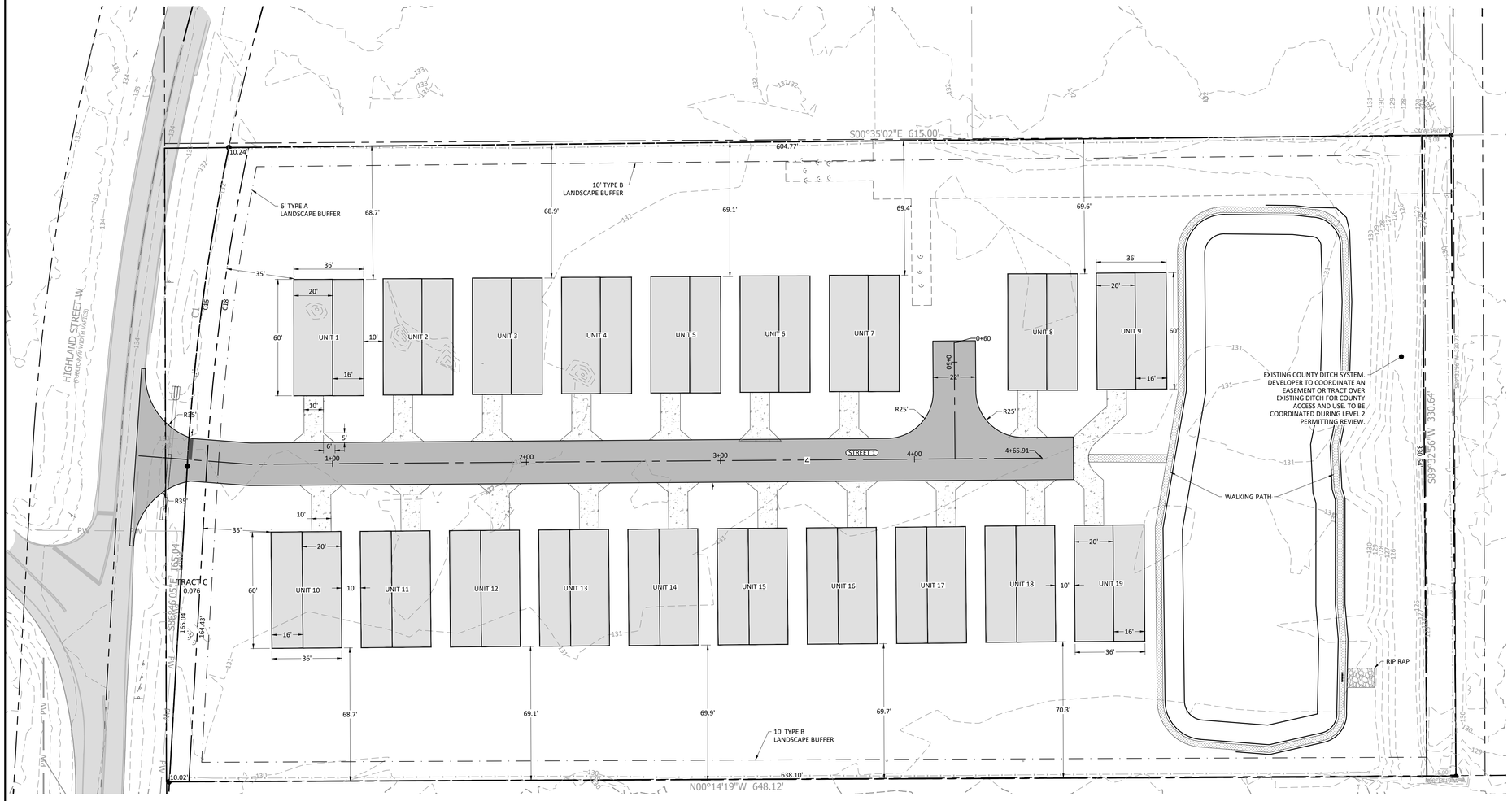
Aerial Image - Context

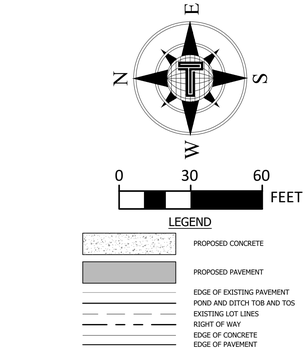


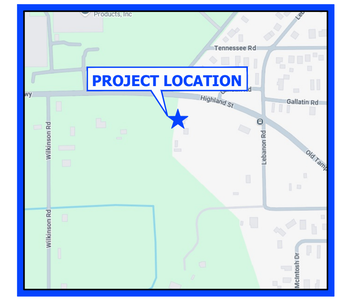
Aerial Image – Close


HIGHLAND STREET W.
UNIT 1
UNIT 2
UNIT 3
UNIT 4
UNIT 5
UNIT 6
UNIT 7
UNIT 8
UNIT 9
UNIT 10
UNIT 11
UNIT 12
UNIT 13
UNIT 14
UNIT 15
UNIT 16
UNIT 17
UNIT 18
UNIT 19
10' TYPE B LANDSCAPE BUFFER
6' TYPE A LANDSCAPE BUFFER
N
S89°32'56"W 330.64'

Site Plan







VICINITY MAP

SITE CHARACTERISTICS

DEVELOPMENT STATISTICS:

PARCEL ID:	23-28-22-091000-000901
PROPOSED USE:	MOBILE HOME PARK
FLOOD AREA:	ZONE X
EXISTING LAND USE:	RL-4
PROPOSED LAND USE:	RL-4
PARCEL AREA:	4.93 AC
PROPOSED UNIT COUNT:	19 UNITS
PROPOSED DENSITY:	3.85 DU/ACRE
RECREATION AREA REQ:	9,500 SQ FT
RECREATION AREA PROVIDED:	44,927 SQ FT (WALKING PATH AROUND POND)

BUILDING SETBACKS

FRONT:	15'
SIDE:	10' (BETWEEN BUILDINGS)
REAR:	10'

ESTIMATED TRIP GENERATION

AVERAGE DAILY TRIPS	135 TRIPS
PEAK HOUR TRIPS	11 TRIPS

ESTIMATED DAILY UTILITY DEMAND

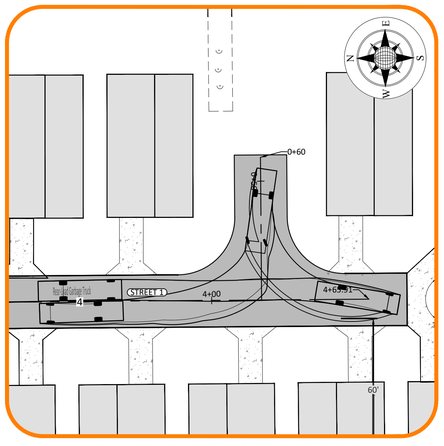
POTABLE WATER	6,840 GPD
WASTEWATER	PRIVATE SEPTIC

PARKING STATISTICS

REQUIRED PARKING:

2 SPACES PER UNITS = 38 SPACES

TOTAL PARKING PROVIDED: 38 SPACES (2-CAR DRIVEWAYS)



ENLARGED VIEW PORT OF GARBAGE TRUCK PATH

N.T.S.



Rear-Load Garbage Truck	35.000ft
Overall Length	8.375ft
Overall Width	10.500ft
Overall Body Height	16.500ft
Min Body Ground Clearance	1.000ft
Track Width	8.375ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	29.300ft

811 Know what's below. Call before you dig.

REVISION NO.	DATE	DESCRIPTION

CHARLES R. BROOKER III, P.E.
LICENSE NO. 88615

CLIENT: ERIC BROWN

PROJECT NAME: HIGHLANDS STREET MOBILE HOME PARK

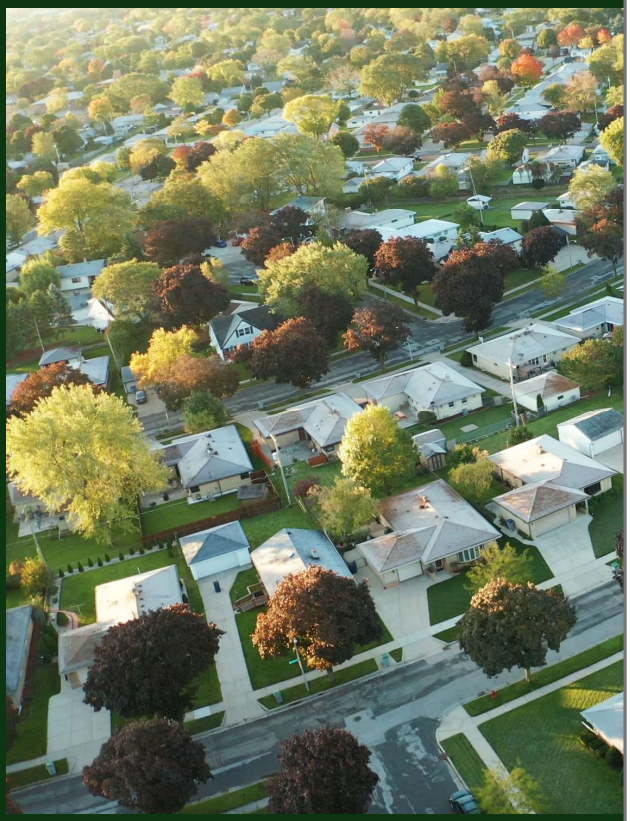
CONDITIONAL USE PLAN

OLD TAMPA HIGHWAY, LAKELAND, FLORIDA 33815

TRADITIONS ENGINEERING

PROJECT NUMBER
23-8

SHEET NUMBER
C-100



This comprehensive Impact Analysis Report addresses all comments and design considerations, ensuring compliance with regulatory standards while maintaining a commitment to responsible and sustainable land development practices.



Impact Analysis Report

Prepared By Traditions Engineering

Charles Brooker P.E.

TRADITIONS ENGINEERING

900 Orchid Springs Dr Unit 100,
Winter Haven, Fl 33884
(863) 397 – 1626
Cbrooker@traditions-eng.com

Impact Analysis

Access to Roads and Highways

1. What is the number of vehicle trips to be generated daily and at the PM peak hour based on the latest Institute of Traffic Engineers (ITE)? Please provide a detailed methodology and calculations.

Applicant Response: **Per ITE Code 240, the expected trips will be 135 daily trips and 11 peak hour trips generated by this project.**

2. What modifications to the present transportation system will be required because of the proposed development?

Applicant Response: **Coordination with the County & City Engineer will determine what roadway improvements are required for this development. At this time is not likely that any road improvements will need to be made.**

4. What are the proposed methods of access to existing public roads (e.g., direct frontage, intersecting streets, and frontage roads)?

Applicant Response: **The project will propose connecting directly to CR 542 (Old Tampa Hwy).**

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.

Applicant Response: **The sites surrounding the property are mostly developed. This site is currently a single family residence and appears to have been disturbed over time. It is not expected that there are any significant environmental features associated with this site.**

2. What are the wetland and floodplain conditions? Discuss the changes to these features which would result from the development of the site.

Applicant Response: **There are no floodplains or wetlands expected to be impacted as part of this development.**

3. Discuss location of potable water supplies, private wells, public well fields *(discuss the location, address potential impacts)*, and:

Applicant Response: **There are no private wells or public well fields onsite. There are existing City utilities around the site, but these will not be impacted by the site's development other than the required connection to the utilities.**

4. Discuss the location of Airport Buffer Zones (if any) *(discuss the location and address, potential impacts).*

Applicant Response: **There are no airports or airport zones within the immediate vicinity of the site.**

Utility Supply

1. What is the proposed source of water supply and/or who is the service provider?

Applicant Response: **Potable Water utilities will be provided by City of Lakeland. There is an existing water main running parallel to Old Tampa Hwy.**

3. What is the proposed source of wastewater supply and/or who is the service provider?

Applicant Response: **Site will use private septic.**

4. What is the estimated volume of consumption in gallons per day (GPD)? (*Response may be based on Section 703 of the LDC*)

Applicant Response: **PW = 19 mobile homes x 360 GPD/unit = 6,840 GPD**

Infrastructure Impact Information

What is the nearest location (travel distance), provider, capacity or general response time, and estimated demand of the provision for the following services:

1. Parks and Recreation.

Applicant Response: **The site is within 1.3 miles of Westside Park. Due to the small size of the project, adverse impact to the parks is not expected.**

2. Educational Facilities (e.g., preschool, elementary, middle school, high school);

Applicant Response: **The site is within 5 miles of ±15 schools in the Lakeland area. With multiple schools within the vicinity of the site, and the small size of the project, adverse impact to the capacity of these schools is not expected.**

3. Health Care (e.g., emergency, hospital);

Applicant Response: **The site is located within 3.25 miles from Lakeland Regional Health Grasslands Campus.**

4. Fire Protection;

Applicant Response: **The site is approximately 3.75 miles from the City of Lakeland Fire Station #2. With a fire rescue station within the immediate vicinity of the site, fire protection for the project is not an issue.**

5. Police Protection and Security;

Applicant Response: **The subject site is located within 4.2 miles of the Lakeland Police Department. As such police protection will not be an issue.**

6. Emergency Medical Services (EMS);

Applicant Response: **As stated in the "Fire Protection" section.**

7. Solid Waste (collection and waste generation);
Applicant Response: **Solid Waste services will be provided by the County or City.**

8. How may this request contribute to neighborhood needs?
Applicant Response: **This request will contribute to the surrounding neighborhood by providing affordable homes where single-family options are sparse in a consistently growing county.**

If you have any questions regarding this letter, please call me at (863) 397-1627 or email me at Cbrooker@traditions-eng.com

Sincerely,

Charles “Chad” Brooker, P.E.
Traditions Engineering, LLC
Cbrooker@traditions-eng.com
(863) 397-1627

LDCU-2025-38 - Highlands Street MHP CU

Menu Reports Help

Application Name: Highlands Street MHP CU

File Date: 12/30/2025

Application Type: PC-Conditional Use-New Or Mobile Home

Application Status: In Review

Application Comments:

View ID	Comment	Date

Description of Work: Conditional Use approval for a 19-unit mobile home park on parcel 23-28-22-091000-000901.

Application Detail: Detail

Address: 2730 W HIGHLAND ST, LAKELAND, FL 33815

Parcel No: 232822091000000901

Owner Name: BROWN ERIC SINCLAIR JR

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
Charles Brooker	Traditions Engi...	Engineer	Mailing, 6039 Cypress ...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $4,473.00

Total Fee Invoiced: $4,473.00

Balance: $0.00

Custom Fields: **LD_GEN_PUB**

PUBLIC HEARINGS

Development Type
Planning Commission

Application Type
Conditional Use
New

Brownfields Request
–

Affordable Housing

GENERAL INFORMATION

Expedited Review

Number of Lots
–

Will This Project Be Phased

Acreage
4.93

DRC Meeting
01/29/2026

DRC Meeting Time
not needed

Rescheduled DRC Meeting
–

Rescheduled DRC Meeting Time
–

Green Swamp
No

Number of Units
–

Is this Polk County Utilities

Is this Application a result of a Code Violation
No

Case File Number
–

One Year Extension
–

FS 119 Status
Exempt

Code Violation Case Number
–

ADVERTISING

Legal Advertising Date
–

BOCC1 Advertising Date
–

BOCC2 Advertising Date
–

Advertising Board
Planning Commission

MEETING DATES

Community Meeting
–

Planning Commission Date
04/01/2026

Land Use Hearing Officer 3
–

1st BOCC Date
–

2nd BOCC Date
–

LUHO-Level 3
–

HEARING

PC Hearing Results
–

PC Vote Tally
–

BOCC 1st Hearing Results
–

BOCC 1st Vote Tally
–

BOCC 2nd Hearing Results
–

BOCC 2nd Vote Tally
–

FINAL LETTER

Denovo Appeal
–

Denovo Results
–

Denovo Tally
–

LD_GEN_PUB_EDL

Opening DigEplan List...

DigEplan Document List
–

PLAN REVIEW FIELDS

TMPRecordID
POLKCO-25EST-00000-75394

DocumentGroupforDPC
DIGITAL PROJECTS LD

RequiredDocumentTypes
–

RequiredDocumentTypesComplete
Yes

AdditionalDocumentTypes
Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion

Activate DPC
Yes

Activate FSA
Yes

DigitalSigCheck
Yes

PLAN UPLOAD ACKNOWLEDGEMENT

Upload Plans Acknowledgement
√

SELECTED AREA PLANS

Selected Area Plans

LAND USE

Selected Area Plan **LU Code**

DEVELOPMENT AREA

Development Area

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board **Number of Boards** (Number) **Number of Mailers** (Number) **Date Mailed** **Date Posted** **NOR**

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	01/09/2026	Lyndsay Rathke
Engineering Review				
Fire Marshal Review	Kim Turner	Approve	01/09/2026	Kim Turner
Surveying Review	Mike Benton	Approve	01/30/2026	Mike Benton
School Board Review	School District	Approve	01/09/2026	School District
Roads and Drainage Review	Phil Irven	Approve	01/20/2026	Phil Irven
Planning Review	Ivan Nance	Resubmittal ...	01/14/2026	Ivan Nance
Review Consolidation	Lyndsay Rathke	Revisions Re...	02/07/2026	Lyndsay Rathke
Staff Report				
Public Notice				
Hearing				
BOCC Hearing				
Final Letter				
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

Ivan (Ian) A. Nance

(863) 534-7621
ivannance@polk-county.net

Skills Summary

- Outgoing, creative, and independent individual with excellent communication, time management, networking, budgeting, and writing skills.

- Strong computer skills including familiarity with Microsoft Office, Outlook, PowerPoint, Adobe Reader, and social media programs.

- Ability to use a variety of sources to conduct qualitative and quantitative research and present findings in a clear, concise format.

Employment History & Accomplishments

Polk County Board of County Commissioners (BoCC) **December 2017 – Present**

Principal Planner – Land Development

- Planning Commission Coordinator
    - Assign Planning Commission and BoCC cases to Land Development planners and track progress.
    - Write and present amendments and ordinances to Polk County's Land Development Code (LDC) and Comprehensive Plan.
    - Conduct analysis of development applications and write staff reports to support the findings.
    - Create slideshows and present cases before BoCC, Planning Commission, and Land Use Hearing Officer.
- Development Review Committee (DRC) Chair
    - Review Pre-Application Requests and provide written response.
    - Serve as liaison for Planning during face-to-face DRC meetings and follow-up with citizens as necessary.
- Site Plan Review
    - Review engineered site plans for compliance with the Comprehensive Plan and LDC.
    - Conduct research for non-conforming use determinations and land use verification letters.

Freelance Writer **February 2012 – Present**

- Published in the *Lakeland Ledger, Orlando Sentinel*, *Florida Game & Fish*, *Lakelander*, *Florida Sportsman*, and *Petersen's Hunting*.

ADEPT Community Services **February 2010 – December 2017**

Support Coordinator/Team Leader

- Coordinated service providers for developmentally disabled Medicaid Waiver Consumers. Created service budgets, request, and justify services through written Support Plans, and maintain consumer files. Serve as advocate for consumers.

- Supervised 4-5 other coordinators. Worked closely with Supervisor on Quality Assurance, Billing, and Human Resources objectives. Visited with consumers and their families to discuss goals and issues with service.

Polk County School Board **October 2008 – February 2010**

Substitute Teacher

Supplemental Instructional Services, Inc **July 2007 - July 2008**
District Coordinator

- Launched company's program in Polk County. Recruited, interviewed, trained, and managed a team of 12 tutors over 8 elementary schools.
- Marketed company and enrolled families at provider fairs.
- Wrote Service-Learning Plans as a contract between parents, company, and School Board for establishing academic goals and benchmarks for achievement.
- Created and delivered monthly invoices to Polk County School Board for company's service and maintained legal documents including leasing information, progress reports, and attendance information.

Polk County School Board **January 2004 - April 2006**
Substitute Teacher

Mulberry Corporation **May - August 1999, 1998**
Administrative Assistant

Education

Master's Degree in Public Administration, 2006
University of Central Florida
Orlando, FL

B.A. Degree in Political Science, 2003
University of Florida
Gainesville, FL

Polk County Planning Commission

Meeting Minutes - Final-revised

April 01, 2026 Regular Planning Meeting

Call Agenda Workshop to Order 8:50 a.m.

Minutes: The workshop of the Polk County Planning Commission was called to order at 8:50 a.m. by the Chair, Merle Bishop, on Wednesday, April 1, 2026, in the County Commission Boardroom, Administration Building. In attendance were the following members: Julie Jackson, Angel Sims, Cyndi Jantomaso, Brooke Agnini and Kevin Updike. Also, Linda Schultz Planning Commission alternate. Also, present were Sandra Howard, Deputy County Attorney, Ben Ziskal, Erik Peterson, Chanda Bennett, Mark Bennett, Robert Bolton, Kyle Rogus, Tyler Daniels and Ian Nance of Land Development, and Lyndsay Yannone, recording secretary.

Call Public Hearing to Order 9:00 a.m. Or as soon thereafter as the particular case may be heard 9:00 a.m.

Minutes: The workshop of the Polk County Planning Commission was called to order at 9:00a.m. by the Chair, Merle Bishop, on Wednesday, April 1, 2026, in the County Commission Boardroom, Administration Building. In attendance were the following members: Julie Jackson, Angel Sims, Cyndi Jantomaso, Brooke Agnini and Kevin Updike. Also, Linda Schultz Planning Commission alternate. Also, present were Sandra Howard, Deputy County Attorney, Ben Ziskal, Erik Peterson, Chanda Bennett, Mark Bennett, Robert Bolton, Kyle Rogus, Tyler Daniels and Ian Nance of Land Development, and Lyndsay Yannone, recording secretary.

Roll Call / Attendance

Present	Vice Chair Mike Hickman, Chair Merle Bishop, Kevin Updike, Brooke Agnini, Secretary Cyndi Jantomaso, Angelic Sims, Linda Schultz, and Julie Jackson
Absent	Robert Beltran

Pledge of Allegiance

Approve Minutes

Meeting Minutes March 4, 2026

Approved

RESULT:	**APPROVED**
MOVER:	
SECONDER:	
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson
Absent:	Beltran, and Schultz

Reordering of the Agenda - Prior to beginning the Business of the Planning Commission, the Commission may reorder the Agenda.
1) Reorder Agenda
a) At the discretion of the Planning Commission members, a lunch break may be called if the hearing of cases goes beyond 12:00 p.m.
2) Considerations of items to be withdrawn, deferred, or continued.

Explanation of General Procedures

Voir Dire of Expert Witnesses

Staff Resumes

Agenda Item

Explanation of Quasi-Judicial Proceedings

Old Business

1. LDCT-2026-1 Wahneta Main Street Overlay (MSC) LDC Text Amendment

Minutes: An Ordinance of the Polk County Board of County Commissioners regarding Land Development Code Amendment **LDCT-2026-1**, Amending Ordinance No. 00-09, As Amended, The Polk County Land Development Code; Amending Chapter 403.01 Wahneta Neighborhood Plan, to add the Main Street Commercial Overlay and reinstating Table 3 Wahneta Neighborhood Plan Temporary Uses and Modifications; providing for severability; and providing for an effective date.

Mark Bennett, Land Development, introduced the case and stated a legal advertisement was published in Polk Sun on February 18, 2026. No response from the public.

Mr. Chair opened public portion.

No one spoke from the public.

Mr. Chair closed public portion.

Approved

RESULT:	**APPROVED**
MOVER:	Mike Hickman
SECONDER:	Cyndi Jantomaso
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

New Business

2. LDCPAS-2025-40 (Poinciana Commercial CPA)

Minutes: Ryan Behren, Esq., applicant, and Titan Land Company LLC., owner, are requesting a Small Scale Comprehensive Plan map amendment to change 12.6. +/- acres from Development of Regional Impact (DRI) to Neighborhood Activity Center (NAC) and change the text of Section 2.135 of the Comprehensive Plan to allow for the adoption of the Poinciana Commercial NAC Activity Center Plan (ACP). The subject site is located north side of Pine Street, between Mackerel Road and Laurel Avenue, east of the City of Haines City, in Section 2, Township 28, Range 28.

Mark Bennett, Land Development, introduced the case and reported 93 mailers sent to area property owners on March 17, 2026, one (1) sign posted on the property on March 12, 2026, and a legal advertisement was published in Polk Sun on March 18, 2026. No response from the public.

Mr. Bishop asked about separation, zoning, and set backs.

Mr. Chair opened public portion.

No one spoke from the public.

Mr. Chair closed public portion.

Approved

RESULT:	**APPROVED**
MOVER:	Mike Hickman
SECONDER:	Cyndi Jantomaso
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

3. LDCT-2026-4 (Poinciana Commercial Activity Center Plan LDC Text Amendment)

Minutes: An ordinance of the Polk County Board of County Commissioners regarding Land Development Code Amendment LDCT-2026-4, amending Ordinance No. 00-09, as amended, The Polk County Land Development Code, Modifying Appendix E, Section E105 Parcel Specific Comprehensive Plan Amendments with Conditions. This case is related to LDCPAS 2025-40. The subject site is located on the north side of Pine Street and Laurel Avenue, east side of Mackerel Road, 3.3 Miles east of The City

of Haines City, in Section 2, Township 28, Range 28; providing for severability; and providing for an effective date.

Mark Bennett, Land Development, introduced the case and stated a legal advertisement was published in Polk Sun on March 18, 2026. No response from the public.

Mr. Chair opened public portion.

No one spoke from the public.

Mr. Chair closed public portion.

Approved

RESULT:	**APPROVED**
MOVER:	Kevin Updike
SECONDER:	Mike Hickman
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

4. LDCPAS-2025-39 (Braddock Road CPA)

Minutes: Bart Allen, Peterson & Myers, P.A., applicant, and Braddock Road Land Partners LLC., owner, are requesting a Future Land Use designation change from Mixed-Use (MUX) on 54.74 +/- with the inclusion of the isolated 2.04 +/- northwest most acres from Preservation (PRESVX) within the I-4/NE Parkway Plan District Selected Area Plan to Business Park Center (BPC-X). The site is located south of Interstate 4, west of the Polk Parkway (SR 570), north of Old Dixie Highway (CR 546), east of Tenoroc Mine Road, near the city limits of Auburndale, in Section 29, Township 27 and Range 25.

Kyle Rogus, Land Development, introduced the case and reported 14 mailers sent to area property owners on March 17, 2026, four (4) signs posted on the property on March 13, 2026, and a legal advertisement was published in Polk Sun on March 18, 2026. 1 e-mail in support from the public

Julie Jackson asked about floodzones.

Bart Allen, applicant, spoke and agreed with staff.

Mr. Chair opened public portion.

No one spoke from the public.

Mr. Chair closed public portion.

Approved

RESULT:	**APPROVED**
MOVER:	
SECONDER:	
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

5. LDCPAS-2026-1 (US 27/Deer Creek Blvd INST)

Minutes: Tom Woodrich, TDW Land Planning, applicant, and Polk County Deal LLC., owner, are requesting a Small Scale Comprehensive Plan map amendment from Leisure Recreation-X (LRX) to Institutional-1X (INST-1X) on 1.01± acres located within the North Ridge SAP and Transit Supportive Development Area (TSDA). The site is on the east side of US Highway 27 south of Ernie Caldwell Blvd. west of Spotted Fawn Drive and north of Citrus Ridge, north of the City of Haines City, in Section 17, Township 26, Range 27.

Robert Bolton, Land Development, introduced the case and reported 29 mailers sent to area property owners on March 17, 2026, one (1) sign posted on the property on March 13, 2026, and a legal advertisement was published in Polk Sun on March 18, 2026. No response from the public

Tom Woodrich, applicant, spoke and agreed with staff.

Mr. Chair opened public portion.

No one spoke from the public.

Mr. Chair closed public portion.

Approved

RESULT:	**APPROVED**
MOVER:	Angelic Sims
SECONDER:	Mike Hickman
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

6. LDCU-2025-37 (Temple Circle Duplex)

Minutes: Richard McIntee, applicant, and RDM Construction & Development LLC, owner, are *requesting* a Conditional approval for a duplex to be located on 0.40 +/- acres within a Residential Low-2 (RL-2) future land use district. The subject site is located at 268 Temple Circle South, north of Highway 540 West, south of K-Ville Avenue, east of Thornhill Road, west of Spirit Lake Road in Section 28, Township 28, Range 25.

Kyle Rogus, Land Development, introduced the case and reported 52 mailers sent to area

property owners on March 17, 2026, one (1) sign posted on the property on March 13, 2026, and a legal advertisement was published in Polk Sun on March 18, 2026. No response from the public

Richard McIntee, applicant, spoke and agreed with staff.

Mr. Chair opened public portion.

Ronnie Jones spoke in opposition concerned about his value if he sells in future.

Mr. Chair closed public portion.

Mike Hickman asked about mobile homes in the area.

Denied

RESULT:	**DENIED**
MOVER:	Cyndi Jantomaso
SECONDER:	Merle Bishop
AYE:	Hickman, Updike, Agnini, Sims, and Jackson
NAY:	Bishop, and Jantomaso

7. LDSPD-2025-2 (Old Dixie Highway SPD)

Minutes: Charles Brooker, applicant, and HB & CT LLC., owner, are Proposing a Suburban Planned Development to develop thirty-one single family lots on approximately 20.29 +/- acres in the Suburban Development Area (SDA) located in the Residential Suburban (RS). The subject property is located north of Old Dixie Hwy, west of Polk Pkwy, west of the city of Auburndale in Section 05, Township 28, Range 25.

Aleya Inglima, Land Development, introduced the case and reported 35 mailers sent to area property owners on March 17, 2026, one (1) sign posted on the property on March 13, 2026, and a legal advertisement was published in Polk Sun on March 18, 2026. No response from the public

Julie Jackson asked about flood zone A.

Merle Bishop had a question about the soils.

Chad Brooker, applicant spoke and agreed with staff.

Mr. Chair opened public portion.

Ms. Ronda spoke in opposition on how it will fit with the area.

John Kennard spoke in opposition about concerns.

Donald Waldon spoke in opposition about concerns and privacy issues.

John Wayne Phillips spoke with concern about gas line near his property.

Mr. Chair closed public portion.

Chad Brooker answered the publics concerns.

Merle Bishop had a follow question about floodplain.

Approved

RESULT:	**APPROVED**
MOVER:	
SECONDER:	
AYE:	Hickman, Bishop, Agnini, Jantomaso, and Sims
NAY:	Jackson
Absent:	Updike

8. LDCU-2025-38 (Highlands Street MHP)

Minutes: Chad Brooker, Traditions Engineering, applicant, and Eric Brown Jr., owner, are *requesting* a Conditional use approval for a 19-unit Mobile Home Park in a Residential Low-4 future land use district on 4.93 +/- acres within the Transit Supportive Development Area (TSDA). The subject site is located at 2730 West Highland Street, east of Wilkinson Road, west of Lebanon Road, south of New Tampa Highway, south and east of Lakeland in Section 22, Township 28, Range 23.

Ian Nance, Land Development, introduced the case and reported 34 mailers sent to area property owners on March 17, 2026, one (1) sign posted on the property on March 13, 2026, and a legal advertisement was published in Polk Sun on March 18, 2026. No response from the public

Chad Brooker, applicant spoke and agreed with staff.

Mr. Chair opened public portion.

Chey Alfred spoke in opposition to issues of flooding.

Frencheco spoke in opposition to issue of flooding.

Kyle Brown spoke in opposition to issue of flooding.

Mr. Chair closed public portion.

Angelic Sims ask what was able to be built today.

Chad Brooker answered the publics concerns.

Denied

RESULT:	**DENIED**
MOVER:	Mike Hickman
SECONDER:	Julie Jackson
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

9. LDCU-2025-39 (Thomas Landing Fish Camp Expansion)

Minutes: Chad Booker, applicant, and KDC Forever LLC and Scott L Henderson, owners, are *requesting* a Conditional approval for expansion of a non-conforming Recreational Camping Facility per Section 120.J of the LDC to increase the number of RV/Cabin sites from 20 to 40 and add more accessory buildings on 15.65 +/- acres within a Agriculture/Residential Rural (A/RR) Future Land Use District. The subject site is located Between Thomas Fish Camp Road and the shore of Lake Kissimmee, five miles northeast of Sam Keen Road, east of Lightsey Ranch Road, and 17 miles northeast of the city of Lake Wales in Section 3, Township 30, Range 30.

Erik Peterson, Land Development, introduced the case and reported 16 mailers sent to area property owners on March 17, 2026, one (1) sign posted on the property on March 16, 2026, and a legal advertisement was published in Polk Sun on March 18, 2026. No response from the public

Merle asked if this is approved what exactly will happen on this property.

Austin Evans spoke and agreed with staff and added what will accrue on the property.

Mr. Chair opened public portion.

Kerrie Lightsey, Kevin Henery, Jessica Post spoke all in opposition stating they do not agree with what is being asked.

Mr. Chair closed public portion.

Denied

RESULT:	**DENIED**
MOVER:	Kevin Updike
SECONDER:	Mike Hickman
AYE:	Hickman, Updike, Jantomaso, and Jackson
NAY:	Bishop, Agnini, and Sims

10. LDCPAS-2025-19 (PRWC Receiving Facility CPA)

Minutes: Polk County Facilities Management, applicant and Polk County, owner, are requesting a Future Land Use Map change from Residential Low-X (RLX) to Institutional-X (INSTX) on 9.91 +/- acres for a future County potable water storage and interconnect facility in the Urban Growth Area (UGA). The subject property is located east of Holly Hill Road and Sugarwood Street, West of Del Webb Boulevard and

Castellon Court, north of Forest Lake Drive and Navarra Lane, north of the Haines City, north of the town of Davenport in Section 32, Township 26, Range 27.

Erik Peterson, Land Development, introduced the case and reported 142 mailers sent to area property owners on March 17, 2026, one (1) sign posted on the property on March 16, 2026, and a legal advertisement was published in Polk Sun on March 18, 2026. No response from the public

Julie Jackson asked a question.

Mr. Chair opened public portion.

No one spoke from the public.

Mr. Chair closed public portion.

Approved

RESULT:	**APPROVED**
MOVER:	Kevin Updike
SECONDER:	Cyndi Jantomaso
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

11. LDCD-2025-4 (PRWC Receiving Facility District Change)

Minutes: Polk County Facilities Management, applicant and Polk County, owner, are requesting a Future Land Use Map change from Insitutional-1X (INST-1X) to Institutional-2X (INST-2X) on 9.91 +/- acres for a future County potable water storage and interconnect facility in the Urban Growth Area (UGA). The subject property is located east of Holly Hill Road and Sugarwood Street, West of Del Webb Boulevard and Castellon Court, north of Forest Lake Drive and Navarra Lane, north of the Haines City, north of the town of Davenport in Section 32, Township 26, Range 27.

Erik Peterson, Land Development, introduced the case and reported 142 mailers sent to area property owners on March 17, 2026, one (1) sign posted on the property on March 16, 2026, and a legal advertisement was published in Polk Sun on March 18, 2026. No response from the public

Julie Jackson asked a question.

Mr. Chair opened public portion.

No one spoke from the public.

Mr. Chair closed public portion.

Approved

RESULT:	**APPROVED**

MOVER:	Kevin Updike
SECONDER:	Cyndi Jantomaso
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

12. LDCPAL-2026-1 (Office Center Text Amendment CPA)

Approved

RESULT:	**APPROVED**
MOVER:	Kevin Updike
SECONDER:	Angelic Sims
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

13. LDCT-2026-2 (Office Center Consistency)

Minutes: An ordinance of the Board of County Commissioners, Polk County, Florida, Land Development Code amendment **LDCT-2026-2**, amending Ordinance No. 00-09, as amended, the Polk County Land Development Code, amending Chapter 2, Section 205, Table 2.1, Use Table for Standard Land Use Districts of the Polk County Land Development Code, Chapter 4, Section 401.02, Table 4.3, Use Table for Standard Land Use Districts for the Ronald Reagan Selected Area Plan, Chapter 4, Section 401.03, Table 4.8, Use Table for U.S. 27 Selected Area Plan Land Use Districts, Chapter 4, Section 401.04, Table 4.12, Allowable Uses for US Highway 98 SAP, and Chapter 4, Section 401.08, Table 401.08.01 Use Table for Southeast Polk SAP to achieve consistency with the Office Center (OC) and (OCX) Future Land Use Map designations in the Comprehensive Plan; amending Chapter 3, Conditional Uses, Section 303, Criteria for Conditional uses for Off-Site Agricultural Support Activities, Childcare Center, Financial Institutions, Governmental Facility, Research and Development, Sit-Down/Take-Out Restaurant, Leisure/Special Interest School, Technical/Vocational/Trade & Training School, and Veterinary Service to achieve consistency with the Office Center Future Land Use Map designation and Development Criteria in the Comprehensive Plan; providing for severability; providing an effective date.

Erik Peterson, Land Development, introduced the case and stated a legal advertisement was published in Polk Sun on March 18, 2026. No response from the public.

Mr. Chair opened public portion.

No one spoke from the public.

Mr. Chair closed public portion.

Approved

RESULT:	**APPROVED**
MOVER:	Cyndi Jantomaso

SECONDER:	Angelic Sims
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

Comprehensive Plan update

Adjournment

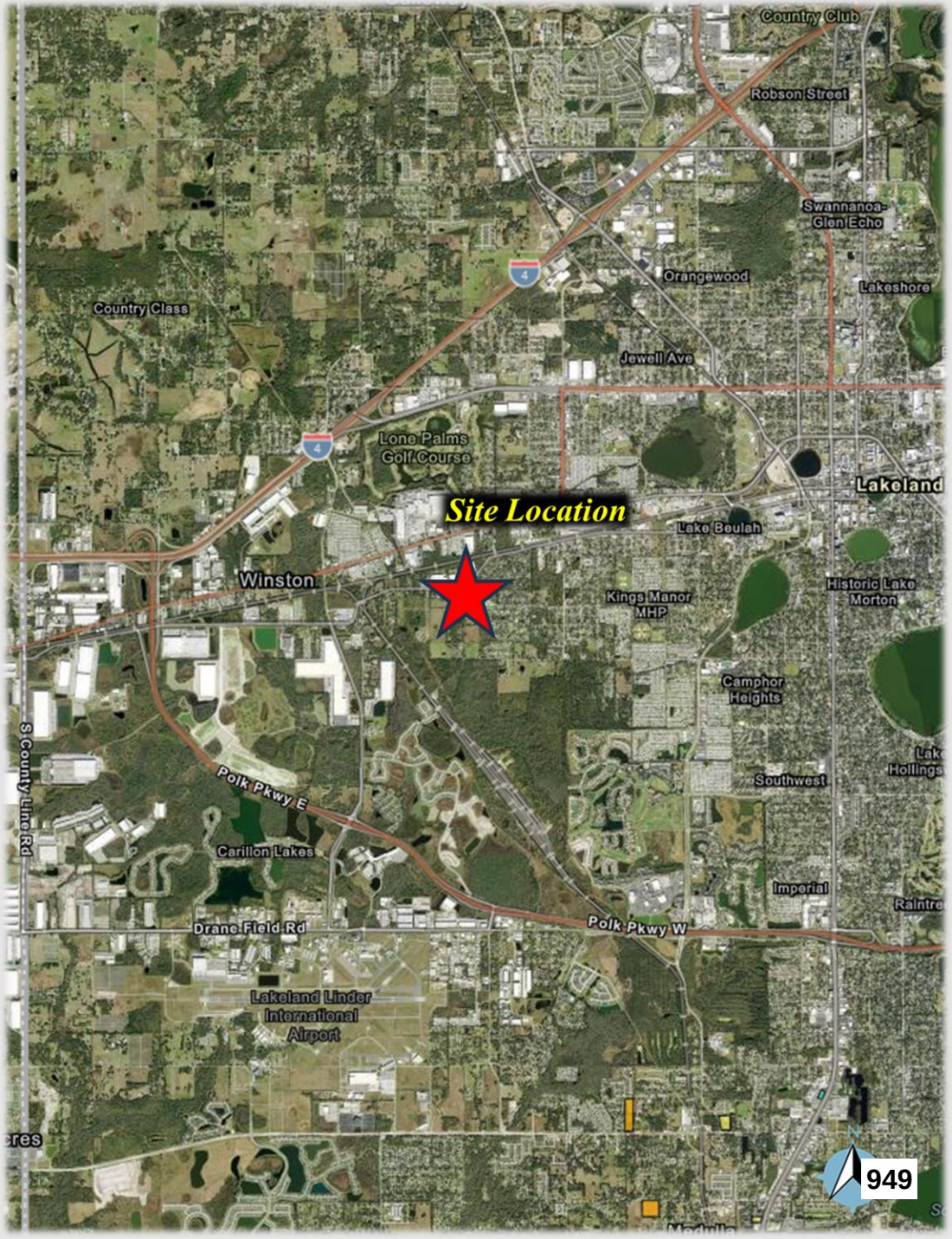
Recommendation of Approval

RESULT:	**RECOMMENDATION OF APPROVAL**
MOVER:	Kevin Updike
SECONDER:	Angelic Sims
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

LDCU-2025-38
Highlands Street Mobile Home Park

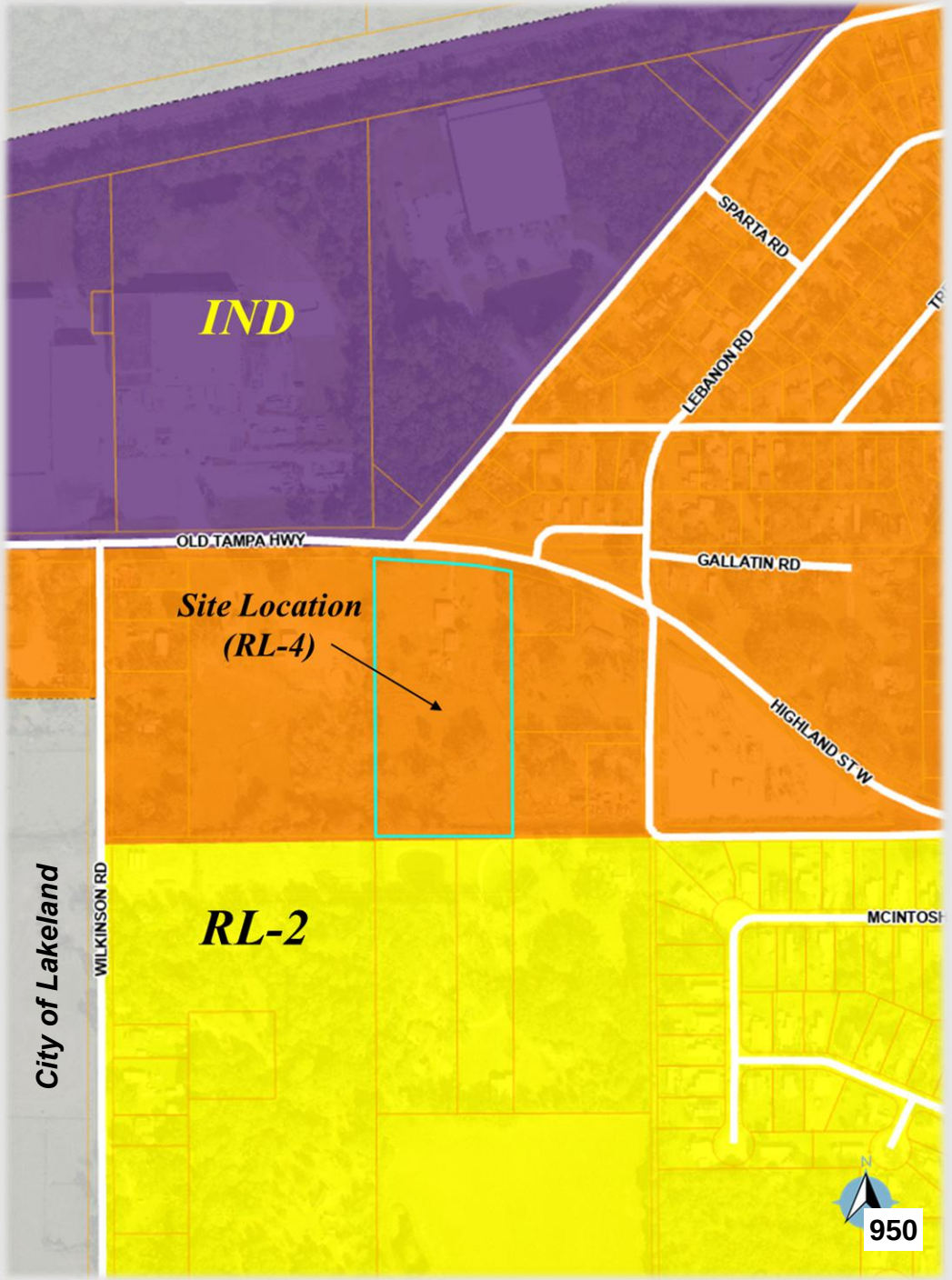
The applicant is requesting Conditional Use approval for a 19-unit Mobile Home Park in a Residential Low-4 future land use district.	
FLUM	Residential Low-4 (RL-4) in the Transit Supportive Development Area (TSDA)
DRC	**Recommends Approval**

- ***19-unit Mobile Home Park near the city of Lakeland on 4.93 acres.***
  - ***3.85 DU/AC meets RL-4 & TSDA density limits (up to 7 DU/AC)***
  - ***2,160 sq. ft. mobile homes on minimum "lot" areas of 5,900 sq. ft.***
- ***Setbacks of 68-70 feet from property lines; Type "B" Landscaping to east and west.***
- ***100-year/24-hour stormwater pond with hiking path.***
- ***City of Lakeland's Utility Service Area***
  - ***Potable Water Available.***
  - ***Waiver needed for the use of septic.***
- ***Located near major thoroughfares and mass transit route; employment and commerce areas; single-family uses, including mobile homes.***
- ***Application is consistent with the Comprehensive Plan and LDC.***
- ***Site Plan demonstrates Compatibility with Surrounding Uses.***



Future Land Use Map

- *Residential Low-4 and Transit Supportive Development Area.*
- *Allows up to 7 DU/AC.*
- *MHPs are "C3" Conditional Uses regardless of density.*
- *Requires connection to centralized potable water and wastewater.*



Site Location

- *Located on West Highland Street, an Urban Collector roadway with capacity.*
- *2.5 miles from Polk Parkway & I-4.*
- *Mass transit stop near site.*
- *Incomplete sidewalk network.*
  - *Sidewalk required along frontage.*
  - *Pedestrian safety lights and shielded lighting required.*
- *In city of Lakeland's Utility Service.*
  - *Potable water lines along frontage.*
  - *Will utilize private septic.*
  - *Waiver to wastewater connection is required.*
- *Proximity to employment centers and commerce.*
- *Surrounding single-family development include site-built and mobile homes.*
  - *Surrounding homes date to 1940s and 50s.*
  - *Redevelopment Opportunity (Near Wabash Redevelopment Area).*

Table 1

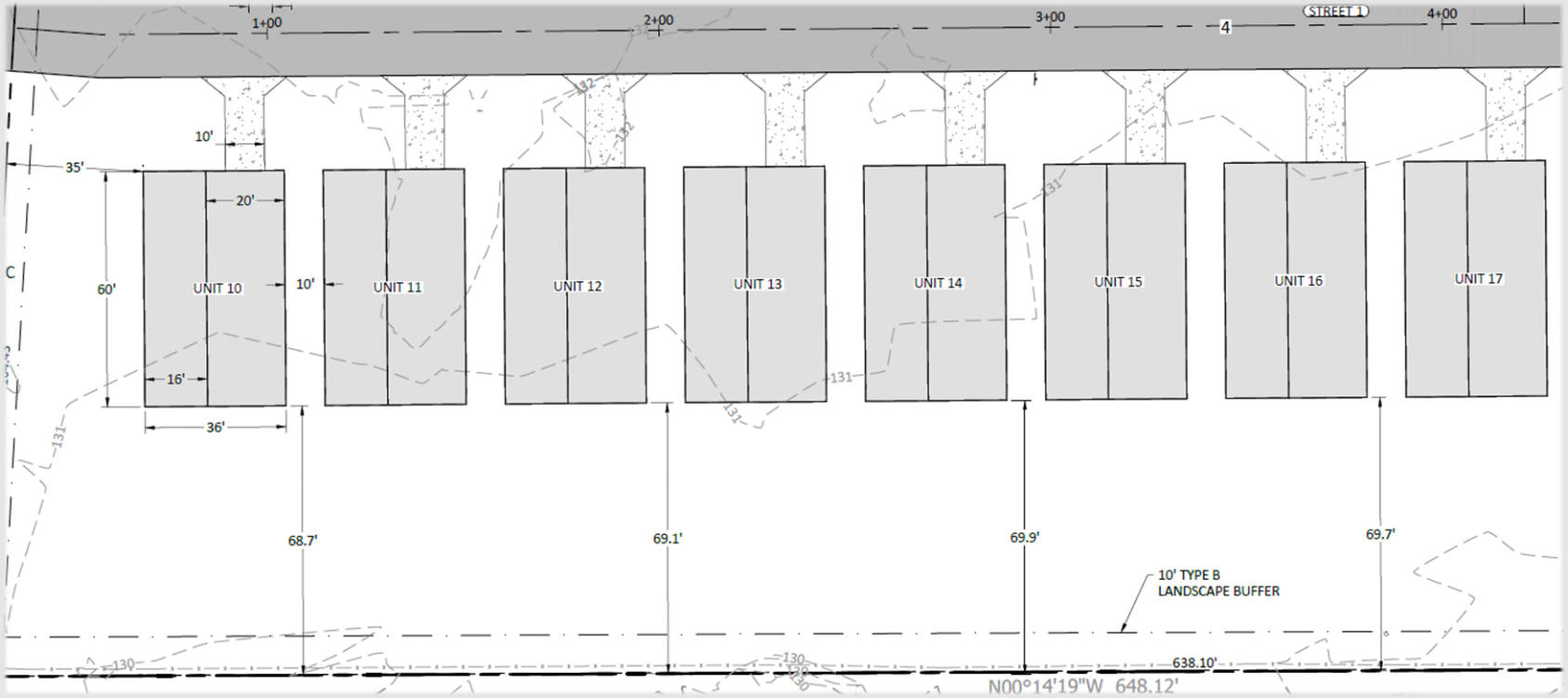
Northwest: IND West Highland Street Warehousing/Distribution	**North: IND & RL-4** West Highland Street MHP & Vacant IND	**Northeast: RL-4** **West Highland Street** MHP & Site-Built Homes
West: RL-4 Site-Built Home +/- 6.80 Acres	**Subject Property: RL-4** Site-Built Home +/- 4.93 Acres	**East: RL-4** Mobile Homes & Site-Built Home Multiple Properties
Southwest: RL-2 Vacant Residential +/- 14.37	**South: RL-2** Mobile Home & Site-Built Homes Multiple Properties	**Southeast: RL-2** Site-Built Home +/- 4.98 Acres



Site Plan & Request

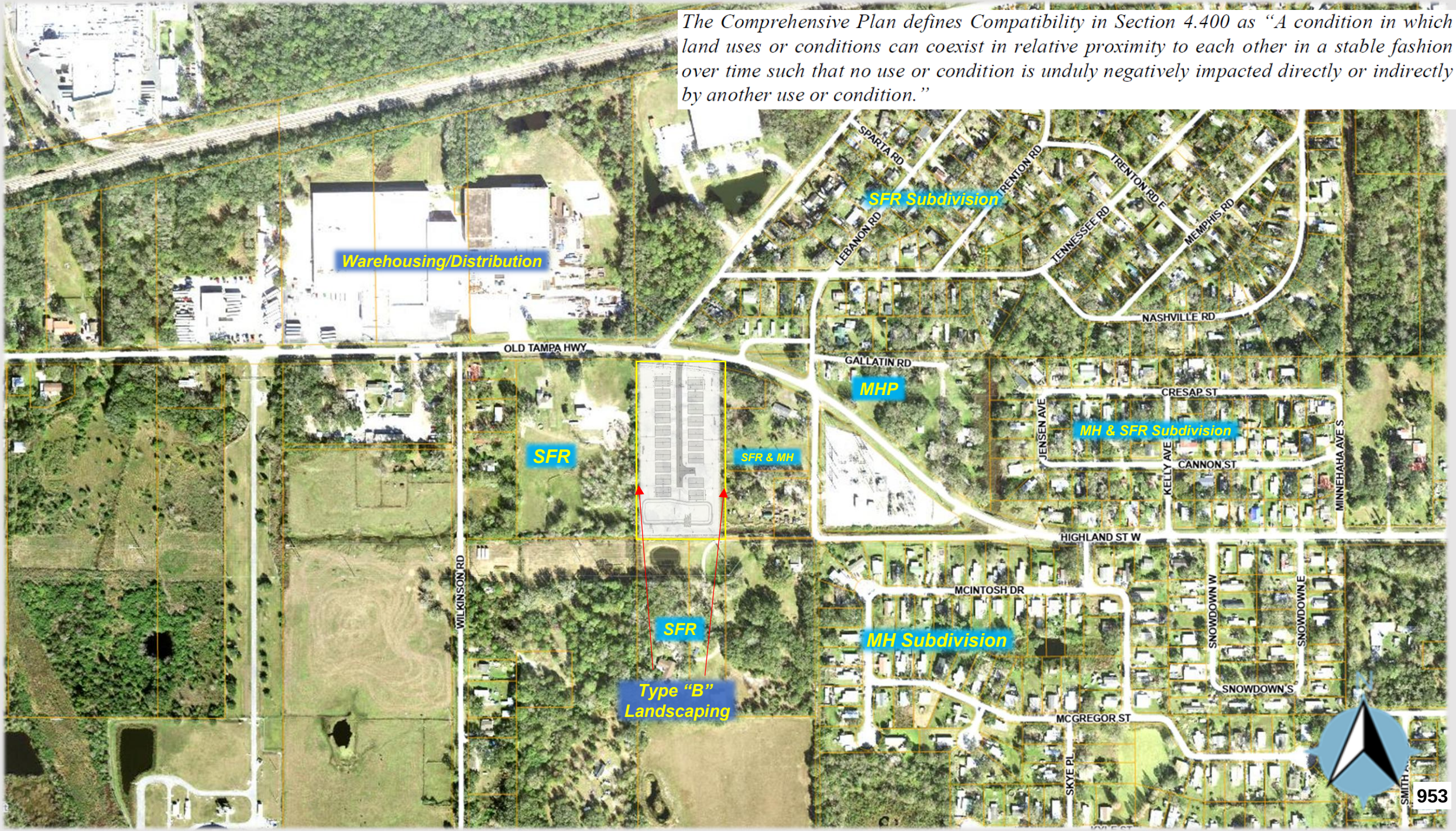
- *19 MH Units on 4.93 acres.*
- *3.85 DU/AC.*
- *Meets minimum 4,000 sq. ft. "lot" area (5,900 sq. ft.).*
- *10 feet between homes.*
- *68-70 feet from side property lines.*
- *Type "A" landscaping along frontage.*
- *Type "B" landscaping along perimeter.*
- *100-year/24-hour pond to be used for recreation area.*
- *Easement for County access to existing ditch.*

SITE CHARACTERISTICS	
DEVELOPMENT STATISTICS:	
PARCEL ID:	23-28-22-091000-000901
PROPOSED USE:	MOBILE HOME PARK
FLOOD AREA:	ZONE X
EXISTING LAND USE:	RL-4
PROPOSED LAND USE:	RL-4
PARCEL AREA:	4.93 AC
PROPOSED UNIT COUNT:	19 UNITS
PROPOSED DENSITY:	3.85 DU/ACRE
RECREATION AREA REQ:	9,500 SQ FT
RECREATION AREA PROVIDED:	44,927 SQ FT (WALKING PATH AROUND POND)





The Comprehensive Plan defines Compatibility in Section 4.400 as "A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."



LDCU-2025-38

Highland Street MHP

Staff Recommends Approval:

- **Compatible with surrounding uses** – Single-Family uses in an area of historic single-family developments near the city.
- Meets LDC Criteria for Mobile Home Parks.
- Sufficient public services available to the site.
- ***Consistent with Comprehensive Plan & LDC***.

Table 9

The Planning Commission, in the review of development plans, shall consider the following factors in accordance with Section 906.D.12 of the LDC:	
Whether the proposed development is consistent with all relevant requirements of this Code;	*Yes, this request is consistent with The LDC, specifically Sections 906.D and 303*
Whether the proposed development is consistent with all applicable policies of the Comprehensive Plan;	*Yes, this development is consistent with the Comprehensive Plan because it meets the density requirements.*
Whether the proposed use is compatible with surrounding uses and the general character of the area, including such factors as density, height, bulk, scale, intensity, traffic, noise, and appearance; and	*Yes, the request is compatible with surrounding uses and the general character of the area, as demonstrated within the staff report.*
How the concurrency requirements will be met, if the development were built.	*The request is capable of meeting concurrency requirements in the timeframe in which it will be constructed.*



BOARD OF COUNTY COMMISSIONERS, POLK COUNTY, FLORIDA

FINAL ORDER

(De Novo)

Case Number: LDCU-2025-38 (Highlands Street MHP)

Applicant: Chad Brooker, Traditions Engineering

Property Owner: Eric Brown Jr.

Hearing Date: June 2, 2026

I. Request:

The Applicant is requesting Conditional Use approval for a 19-unit Mobile Home Park in a Residential Low-4 future land use district. (the "Application").

II. Planning Commission Decision:

On April 1, 2026, the Planning Commission held a public hearing on the Application and voted 7-0 to deny the Application.

III. Findings:

The Board hereby adopts and incorporates herein the DRC staff report and makes the following findings based upon the staff report and other record evidence presented during the hearing:

1. Pursuant to section 922 of the Polk County Land Development Code (the "LDC"), the Board shall, in the review of the Application, consider all applicable provisions of the LDC, including but not limited to, the provisions pertaining to a Level 3 review.

2. Pursuant to section 906D.7 of the LDC, the Planning Commission shall, in the review of a level 3 application, consider the following factors:
    a. Whether the proposed development is consistent with all relevant requirements of this Code;
    b. Whether the proposed development is consistent with all applicable policies of the Comprehensive Plan;
    c. Whether the proposed use is compatible with surrounding uses and the general character of the area, including such factors as density, height, bulk, scale, intensity, traffic, noise, and appearance; and
    d. How the concurrency requirements will be met, if the development was built.

3. The Application is consistent with all relevant requirements of the LDC, including without limitation, sections 906 and 303.

4. The Application is consistent with all applicable policies of the Comprehensive Plan.

5. The Application is compatible with surrounding uses and the general character of the area.

6. Concurrency requirements can be met if the development is built.

IV. Incorporation of Record

The record is hereby incorporated by reference into this order and is on file with the County Clerk. The record consists of the following: the Application, Impact Assessment Statement, the DRC staff report, staff's PowerPoint presentation, the Planning Commission's decision, and all testimony and evidence presented at the hearing.

V. Board's Decision:

Based upon the record and the foregoing findings, the Application is APPROVED, subject to the conditions, if any, set forth in the staff report. This order becomes final on the date rendered to the Clerk.

DONE AND ORDERED in Bartow, Polk County, Florida, in regular session this 2nd day of June, **2026**, by the Polk County Board of County Commissioners.

Polk County Board of County Commissioners	**ATTEST: Stacy M. Butterfield, Clerk and Auditor to the Board**
By: _____	By: _____
Martha Santiago Ed.D, Chairperson	Deputy Clerk

Date rendered to the Clerk: _____

ADDENDUM 1 to FINAL ORDER

The following conditions of approval were agreed upon by the Applicant and approved by the Board of County Commissioners during the public hearing held on March 17, 2026, and are fully incorporated into the Final Order. In the event any conflict or inconsistency arises between the conditions listed in the Staff Report and those listed in this Addendum 1, the conditions listed in this Addendum 1 shall control.

Additional Conditions of Approval:

Exhibits to Board's Order
Exhibit A-Staff Report and Exhibits

POLK COUNTY
www.polk-county.net

PLANNING COMMISSION
DeNovo
FEE: $813.00

Planning and Development
Land Development Division
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
(863)534-6449
FAX (863) 534-5908

Any applicant who has petitioned the Planning Commission for a land use action or any land owner whose property may be substantially affected due to proximity to land on which the petition has been heard, my request a De Novo Hearing before the Board of County Commissioners by filing this formal application with the Land Development Division. This application **must be filed within seven (7) calendar days** after the Planning Commission's hearing. If any appeal hearing is not requested, the Planning Commission's decision will be final in eight (8) calendar days.

I (We) the undersigned request a hearing before the Board of County Commissioners on Case File Number LDCU-2025-38, which was heard by the Planning Commission on 4/1/2026.

	Appellant Information
Name	Charles Brooker
Contact Number(s)	(863) 397-1626
Mailing Address	900 Orchid Springs Dr Unit 100 Winter Haven, FL, 33884
Email Address	cbrooker@traditions-eng.com

Signature of Appellant

4/2/2026
Date

For links to video recordings and minutes from Planning Commission meetings, please visit PGTV's webpage at www.polk-county.net/PGTV.

POLK COUNTY
PUBLIC SCHOOLS

BOARD MEMBERS

Dr. William Allen
Board Chair
District 1

Justin Sharpless
Board Vice-Chair
District 6

Travis L. Keyes
District 2

Rick Nolte
District 3

Sara Beth Wyatt
District 4

Kay Fields
District 5

Lisa Miller
District 7

James Greene
General Counsel

ADMINISTRATION

Frederick R. Heid
Superintendent

February 11, 2026

PCSB: NB2026-021101

Eric Brown
1228 Acappella Ln
Apollo Beach, FL 33572-2745
(336)210-5363
Email: eric.brown@marketing.com

Dear Mr. Brown:

This letter is in response to your request for a non-binding school concurrency determination for the proposed **Highland Street Mobile Home Park** project located on parcel number 232822-091000-000901. Currently there is available capacity at the **zoned** elementary, middle and high schools. Therefore, this letter is a finding of adequate capacity to serve the proposed development. **No seats are being reserved for the proposed project.** At the time the project is undergoing site plan approval, the development will need to apply for a binding letter to receive school concurrency. Please see the table below for concurrency analysis.

Elementary School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Jesse Keen (Zoned)	563	761	25	19MH	3	Yes (+173)
R Bruce Wagner (Adjacent)	866	1038	25	19MH	3	Yes (+147)

Middle School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Sleepy Hill Middle (Zoned)	836	1136	51	19MH	1	Yes (+249)
Kathleen Middle (Adjacent)	638	1006	43	19MH	1	Yes (+325)

High School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Kathleen Senior (Zoned)	1860	2830	113	19MH	2	Yes (+857)
Lakeland Senior (Adjacent)	2031	2807	0	19MH	2	Yes (+776)

STUDENTS FIRST

Please call the facilities planning and real estate department at 863-534-0620 ext. 581 or email at planning@polk-fl.net if you need any further assistance.

Sincerely,



POLK COUNTY
PUBLIC SCHOOLS
STUDENTS FIRST

Tracy Hannah
Facilities Planning & Real Estate Department | Polk County Public Schools
1909 South Floral Avenue, Bartow, FL 33830
T: (863)-534-0620 x. 848 / tracy.hannah@polk-fl.net

c: Chuck Barmby, Planning & Transportation Manager – City of Lakeland Charles.barmby@lakelandgov.net
Matthew Lyons, Chief Planner – City of Lakeland matthew.lyons@lakelandgov.net

Agenda Item O.4. 6/2/2026

SUBJECT

Public Hearing (LDCU-2025-39 Thomas Fish Camp) (De Novo Hearing) to consider an appeal to the Planning Commission's decision to deny (4:3) a Conditional Use request for expansion of a legally non-conforming recreational camping use. (No Fiscal Impact)

DESCRIPTION

Austin Evans, KDC Forever LCC, applicant and owner, is appealing the Planning Commission's 4:3 decision on April 1, 2026, for denial. This case is for a Conditional Use approval for expansion of a non-conforming Recreational Camping Facility per Section 120.J of the LDC to increase the number of RV/Cabin sites from 20 to 40 and add more accessory structures on 15.65 +/- acres within an Agriculture/Residential Rural (A/RR) Future Land Use District. The subject site is located Between Thomas Fish Camp Road and the shore of Lake Kissimmee, one and a half miles northeast of Sam Keen Road, east of Lightsey Ranch Road, and 17 miles northeast of the City of Lake Wales in Section 3, Township 30, Range 30.

RECOMMENDATION

Approval with conditions

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Erik Peterson, AICP

Planning Administrator

Land Development Division

(863) 534-6470

erikpeterson@PolkFL.gov <mailto:erikpeterson@PolkFL.gov%20>

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	January 29, 2026	**Level of Review:**	Level 3 Review
PC Date:	April 1, 2026	**Type:**	Expansion of Non-Conforming Use
BoCC Date:	June 2, 2026	**Case Numbers:**	**LDCU-2025-39**
		Case Name:	Thomas Landing Fish Camp Expansion
Applicant:	Chad Booker P.E. Traditions Engineering	**Case Planner:**	Erik Peterson, AICP

Request:	Conditional Use for expansion of a legally non-conforming Recreational Camping Facility per Section 120.J of the LDC to increase the number of RV/Cabin sites from 20 to 40 and add one more residence and accessory buildings for the campground.
Location:	Between Thomas Fish Camp Road and the shore of Lake Kissimmee, approximately 1½ miles northeast of Sam Keen Road, east of Lightsey Ranch Road, and 17 miles northeast of the city of Lake Wales in Section 3, Township 30, Range 30.
Property Owners:	KDC Forever LLC and Scott L Henderson
Parcel Size (Number):	±15.65 acres (303003-000000-033050& 033020)
Future Land Use:	Agriculture/Residential Rural (A/RR)
Development Area:	Rural Development Area (RDA)
Nearest Municipality:	Lake Wales ±17 miles
DRC Recommendation:	Approval
Planning Commission Vote:	Denial 4:3

Location Map



Proposed Expansion



Summary:

KDC Forever is a non-profit organization that owns the south portion (±7.68 acres) of a legally non-conforming recreational camping use on ±15.65 that was originally approved prior to the adoption of the Land Development Code (LDC). They seek a dedicated number of campsites and support uses and structures for exclusive use by their membership separately from the north portion (±7.97 acres) of the conditional use approval. This requires Planning Commission approval because the expansion is greater than 20% of structures and activity.

Thomas Landing Fish Camp was originally approved as a Planned Unit Development (PUD 90-20) in September of 1995, but it began operation in the 1980s shortly after the original proprietor purchased it in 1981. It was modified and given a Conditional Use designation in 2002 under approval of CU 02-18 because of its non-conforming status to the LDC. It was again modified in 2004 to reach its current approval of a ±15.65-acre Recreational Camping Facility consisting of:

- one single family residence
- one two-bedroom guest cottage
- one mobile home
- ±12 seat café
- ±1,800 SF maintenance building
- ±1,100 SF screened meeting hall
- ±500 SF bait shop
- one propane tank with dispensing pump
- one gasoline tank with dispensing pump
- boat trailer parking area
- ±475-foot pier
- 20 RV or cabin sites with water, septic, and electrical service

The use of the property meets all the requirements of recreational camping except for direct access to a public road or private road meeting County standards. Thomas Landing Fish Camp takes access from Thomas Fish Camp Road, an unpaved access easement without a known maintenance entity which connects to Lightsey Ranch Road, another unpaved access easement that is privately owned and maintained before it reaches Sam Keen Road, a paved County maintained road.

The CU 02-18 property consisted of two parcels and are now under separate ownership. The owner of the north portion and the owners of the south portion disagree with the equal sharing of the current list of use entitlements. Therefore, the owners of the south portion are applying to increase the number of certain entitlements so that they can pursue separate paths to utilizing the property. These include:

- 20 RV or cabin sites with water, septic, and electrical service
- one two-bedroom guest cottage
- 2,400 SF maintenance building
- gasoline tank with dispensing pump
- boat trailer parking area
- ±475-foot pier
- two 600 SF bath house/cook sheds
- ±2,400 SF storage shed/pole barn

There are six (6) criteria in Section 120.J.1.c of the LDC for the Planning Commission to consider when reviewing the requested expansion. These criteria are briefly summarized in Table 11 on page 19 of this report. Findings of Fact are provided on pages 2-6. Recommended Conditions of Approval are listed on pages 7-8. The data and analysis to support each summary

statement are included in pages 8-18 of this report. Although this expansion nearly doubles the intensity of the facility, it is of such low intensity that it will neither overburden the private unpaved access nor become incompatible with neighboring land uses, infrastructure, or environmental conditions. In the end, the result of this approval will expand the total development and provide a separate autonomous set of entitlements for each property giving the property owners the ability to seek approvals without the consent of the other property owner. Staff recommend approval with conditions that provide this clarity.

Findings of Fact

- *The request is for expansion of a legally non-conforming Recreational Camping Facility per Section 120.J of the LDC to increase the number of RV/Cabin sites from 20 to 40 and add one more residence and accessory buildings for the campground. on ±15.65 acres in the A/RR district.*
- *Thomas Landing Fish Camp is non-conforming to the LDC Recreational Camping standards due to the lack of direct access to a paved County road or private road meeting County standards.*
- *The site and surrounding properties are in a Rural Development Area (RDA), which is an area "characterized by large open areas, agricultural use, with scattered development and rural centers. Services are limited and mostly found in the rural centers and clustered developments" according to POLICY 2.108-A1 of the Comprehensive Plan. The site is in a Rural Development Area (RDA), which is an area "characterized by large open areas, agricultural use, with scattered development and rural centers. Services are limited and mostly found in the rural centers and clustered developments," according to POLICY 2.108-A1 of the Comprehensive Plan.*
- *The site and surrounding properties are Agricultural Residential Rural (A/RR) on the Comprehensive Plan Future Land Use Map. POLICY 2.114-A of the Comprehensive Plan states that the "Polk County recognizes the importance of the agriculture industry as a healthy and competitive force in the national and international marketplace and, therefore, shall encourage the continuation of productive agricultural uses and provide for the placement of low-density residential development within unincorporated rural areas through:*

  a. the establishment and mapping of Agriculture/Residential-Rural (A/RR), and

  b. the establishment of policies to govern the development of land within the A/RR land use category."

- *Comprehensive Plan POLICY 2.125-E1: COMMUNITY FACILITIES' PERMITTED USES states that "Community Facilities shall be allowed in all land use classifications, unless specifically prohibited elsewhere in this Comprehensive Plan, as a conditional use subject to the location and development controls established in Policy 2.125-E2 and as further regulated by the Land Development Code. The types of community facilities are as follows:*

  a. Type A facilities are governmental facilities necessary to support existing and proposed development, and shall include, but are not limited to:
  1. police, fire, and emergency medical facilities,
  2. cultural facilities, and libraries; and
  3. government-owned cemeteries.

b. Type B facilities are non-governmental facilities which provide needed public services, and shall include, but are not limited to:

1. churches, cemeteries, and related facilities;
2. residential-treatment facilities and emergency shelters;
3. convents and monasteries;
4. day care and other child-care facilities; and,
5. lodges and retreats;

c. Type C facilities are temporary facilities necessary to the improvement of public facilities by private contractors and shall include but are not limited to:

1. temporary asphalt or concrete mixing plants limited to less than a nine (9) month operation. (Note: Asphalt and concrete mixing plants are prohibited within the Green Swamp Area of Critical State Concern.)"

d. Type D facilities are elementary, middle and high schools, both public and private.

e. Type E facilities are all types of recreation activities and associated infrastructure.

- *POLICY 2.129-A.2.c of the Comprehensive Plan requires that the Land Development Code provides "regulations and procedures to address existing development and potential development, to include, but not limited to:*

a) Existing non-conformities, including: uses, lots, structures, and site characteristics (parking, signage, access, etc.). Such regulations shall include provisions for the elimination or reduction of such non-conformities through abandoned or destroyed "grandfathered" discontinuance provisions and through the elimination of non-conforming zoning districts; and
b) Recognition of legal non-conformities to include: rebuilding rights; expansion rights; and use changes."

- *Land Development Code (LDC) Section 120.J.c provides for following criteria for reviewing the expansion of a legally non-conforming non-residential use:*

i. The degree to which the non-conformity can become more conforming;

ii. The extent of a government's obligation or liabilities including, but not limited to, infrastructure improvement, infrastructure maintenance, and public safety;

iii. The potential impact that the expansion may pose to neighboring properties;

iv. The extent of the use's longevity (i.e., how long has it been there and how long is it to continue at its location);

v. The applicant's future plans for the property relative to the County's plans; and,

vi. The improved development standards or infrastructure that may result from expansion of the use.

- *LDC Section 303 provides the following standards for Recreational Camping. It states that "Recreational campsites are intended to be located and designed to afford the users an opportunity to camp in a quiet, uncongested, and natural setting. In addition to all applicable regulations, the following standards shall apply to recreational camping uses:*

1. *The camping area or park in which the camping area is located shall have direct access to a paved County road or private road meeting County standards. Camping areas within larger park or resort facilities may be located on internal local roads.*

2. *The maximum intensity of recreational camping shall be no greater than four (4) campsites per acre. Uses exceeding this intensity shall be defined and permitted as an RV Park meeting the standards required by this code.*

3. *The minimum area allowable for a campground shall be at least five (5) acres.*

4. *Bathhouses (including showers, toilets, and sinks) and emergency shelters shall be provided within the campground to accommodate its occupancy when at full capacity.*

5. *For each camping and RV space, administrative office, maintenance facility, security or administrative residence, or any other similar use, a connection to a central potable water system shall be provided. Wastewater treatment may be provided to individual campsites or may have a central collection facility onsite. Central collection facilities shall be setback a minimum of 300 feet from any campsite or property line.*

6. *Within a camping area, the following accessory uses are permitted:*

    a. *Recreation amenities restricted to use by guests, including pools, tennis and shuffleboard courts, recreation rooms, equestrian facilities, nature and walking trails, pedestrian and bicycle paths, playgrounds, tot lots, docks and similar facilities;*

    b. *Gate houses or similar facilities designed to provide security to the park and campground;*

    c. *Maintenance facilities;*

    d. *Administrative office space necessary for operation of the park and campground; and commercial or retail uses located internal to the park and restricted to use by guests, including convenience food and beverage items and recreational vehicle parts and ancillary commercial uses.*

    e. *Accessory commercial and retail uses shall be located and accessed via the internal campground system unless the camping area is part of a larger park facility.*

7. *Permanent residential use of any camping area is prohibited, other than security or administration quarters that may be established in the park, pursuant to LDC Section 206.B. RV spaces providing for stays of longer than 30 days shall only be permitted as an RV Park meeting the standards required by this code.*

8. *Parking of recreational vehicles in areas not designated for such use is prohibited.*

9. *The storage of recreational vehicles is prohibited.*

10. *Primitive camping on private and public lands is exempted from this section."*

- **Lodges and Retreats** is a use defined in Chapter 10 of the LDC as "*Gathering places, such as a company retreat or a fraternal lodge, which are not open to the general public and whose use is limited to the membership, and their guests, of the owning organization. These sites are intended to provide a meeting place and resource-based recreational site for the organization, and typically provide lodging and kitchen facilities, as well as meeting rooms. These facilities may be rented to other similar private organizations."*

- **Resourced Based Recreation** is term defined in Chapter 10 of the LDC as "*Outdoor recreation activities that are directly associated with environmental or natural resources and can include both active and passive recreation activities*."
- **Recreational Camping** is a use defined in Chapter 10 of the LDC as "*Land under unified ownership and management which has been planned, designed, and constructed for the placement of Recreational Vehicles, cabins, and/or tents for short-term occupancy of spaces rented from the owner for recreational purposes, and typically located away from urban areas*."
- *Thomas Landing Fish Camp was established in 1990 through approval of PUD 90-20. It was expanded in 1995. After adoption of the LDC it was converted to a conditional use with its third expansion in 2002 under case number CU 02-18. The current approval includes:*
    - *one single family residence*
    - *one two-bedroom guest cottage*
    - *one mobile home*
    - *12 ± seat café*
    - *1,800 ± s.f. maintenance building,*
    - *1,100 ± s.f. screened meeting hall*
    - *500 ± s.f. bait shop*
    - *one propane tank with dispensing pump*
    - *one gasoline tank with dispensing pump*
    - *boat trailer parking area,*
    - *475 ± foot pier and*
    - *20 RV/camp sites with water, sewer, and electrical service.*
- *Fire Rescue response to this site is from Polk County Fire Rescue Station 27, at 6221 Hogan Lane, in Indian Lake Estates which is approximately 10 miles in travel distance with a response time average of 20 minutes.*
- *Ambulance (EMS) response to this site is from Polk County Fire Rescue Station 14, at 10399 Leisure Lane West in Nalcrest which is approximately 11 miles in travel distance with a response time average of 20 minutes.*
- *The area is served by the Polk County Sheriff's Office Southeast District Command at 4011 Sgt. Mary Campbell Way near Lake Wales which is approximately 26 miles driving distance from the site and on average 10 minutes in response time.*
- *There is no public potable water or wastewater infrastructure within an available distance to the site.*
- *The site accesses Sam Keen Road which is a rural minor collector road through two unpaved private easements: Lightsey Ranch Road and Thomas Landing Road. Both are privately maintained.*
- *Approximately 87% of the subject property is located within the 100-year flood zone.*
- *All soil types onsite have severe limitations for camping areas and septic tank absorption fields.*
- *The site is located within a Nutrient Restoration Plan Overlay district designated under a Basin Management Plan (BMAP)by the Florida Department of Environmental Protection (FDEP)*

- *According to the Polk County Endangered Habitat Map (Source: Florida Natural Areas Inventory, 2006 & 2011, 2016), the site is located within a one-mile radius of an endangered animal species sighting.*

Development Review Committee Recommendation: Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee (DRC) finds that with the proposed conditions the request **IS COMPATIBLE** with the surrounding land uses and general character of the area and **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code. Therefore, the DRC recommends **APPROVAL of LDCU-2025-39 with conditions.**

CONDITIONS OF APPROVAL

Based upon the findings of fact, the DRC recommends APPROVAL of LDCU-2025-39 with the following conditions:

1. This Conditional Use approval shall be for expansion of a legally non-conforming Recreational Camping Facility per Section 120.J of the LDC to increase the number of RV/Cabin sites from 20 to 40 and add more accessory buildings on ±15.65 acres in the A/RR district.

2. The conditional use entitlements shall be separated into two phases: north and south.

3. The North Phase shall consist of the following:
   - one single family residence,
   - one two-bedroom guest cottage
   - one mobile home
   - 12 ± seat café
   - 1,800 ± s.f. maintenance building,
   - 1,100 ± s.f. screened meeting hall
   - 500 ± s.f. bait shop
   - one propane tank with dispensing pump
   - one gasoline tank with dispensing pump
   - boat trailer parking area,
   - 475 ± foot pier and
   - 20 RV/camp sites with water, sewer, and electrical service.

3. The South Phase shall consist of the following:
   - 20 RV or cabin sites with water, septic, and electrical service
   - one two-bedroom guest cottage
   - 2,400 SF maintenance building
   - gasoline tank with dispensing pump
   - boat trailer parking area
   - ±475-foot pier
   - two 600 SF bath house/cook sheds
   - ±2,400 SF storage shed/pole barn

4. Accessory structures and uses consistent with Section 303 Recreational Camping accessory uses may be added to either phase through Minor Modification in accordance with Section 906.E.

5. Access to the South Phase of the shall be limited through the southern site entrance shown on the binding site plan in Exhibit 6.

6. Because of the isolated location, limited impervious surfaces, and lack of public infrastructure, Level 2 Review plans are not required provided that no RV spaces or structures are located within 50 feet of a land property line. The list of proposed structures within the binding site plan can be constructed and inspected through building permits. Minor modifications to the binding site plans shall be reviewed through the Development Review Committee (DRC) through a Level 1 Review.

7. Maritime structures on Lake Kissimmee shall meet state and federal requirements and Section 610 of the Land Development Code.

8. Public Safety staff or Fire Marshal's Office staff may close the facility if the access road is not adequately maintained for all public safety vehicles.

9. All previous conditions of PUD 90-20 and CU 02-18 shall be null and void.

Planning Commission: *at an advertised public hearing on April 1, 2026, the Planning Commission voted 4:3 for* ***DENIAL of LDCU-2025-39.***

GENERAL NOTES

NOTE: This staff report was prepared without the benefit of testimony and evidence submitted by the public and other parties at a public hearing.

NOTE: Approval of this request shall not constitute a waiver or variance from any applicable development requirement unless specifically noted in the conditions of approval and consistent with the LDC.

NOTE: All written comments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding upon the applicant, provided such comments are not at variance with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.

NOTE: Approval of this request is only for Level 4 Review and only for those development decisions within the Board of County Commissioners' jurisdiction. Building permits will be required for improvements to structures in accordance with Chapter 553 of the Florida Statutes.

NOTE: Issuance of a development permit by the county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Surrounding Land Use Designations and Current Land Use Activity

The following table provides a reference point for notable and pertinent Future Land Use Map districts and existing land uses upon them.

Table 1

Northwest: Agricultural/ Residential Rural (A/RR) Lightsey Ranch Cow pasture and Conservation Easement	**North:** A/RR South Florida Water Management District Conservation lands	**Northeast:** Osceola County Lake Kissimmee
West: A/RR Lightsey Ranch Cow pasture and Conservation Easement	**Subject Property:** A/RR Three (3) residential dwellings 20 RV/Camp Sites Café, Bait Shop, recreation facilities and accessory structures	**East:** Osceola County Lake Kissimmee
Southwest: A/RR Lightsey Ranch Cow pasture and Conservation Easement Unpermitted seasonal structures and RVs	**South:** A/RR Private residence dingle-family dwelling built in 1901, South Florida Water Management District Conservation lands	**Southeast:** Osceola County Lake Kissimmee

There is a single-family residence immediately to the south on nearly seven acres. The property appraiser's website estimates its origin to be 1901. It appears to be of seasonal use. Deed restrictions state one resort cabin or residential home. The rest of the surrounding area is predominantly pasture and pristine wilderness. There are a few properties with makeshift structures, RVs, carports, and sheds referred to as hunting camps. Some have electrical connections and a few have electrical meters. County Building Division and Property Appraiser's Office have no records of development on these properties. They are taxed as inaccessible lands which currently come to $18.72 per year on the ±1¼ acre properties. Current taxation on Thomas Fish Camp property is approximately $8,000 per year on the combined ±15 acres.

Much of the surrounding property is owned by the South Florida Water Management district which borders the lake. However, much more of the surrounding property is owned by the Lightsey Cattle Company. In Polk County the Lightsey Cattle Company consists of four separate ranches. This is the XL Ranch. The others are Tiger Lake Ranch, West Lake Wales Ranch, and Brahma Island. According to their website, Lightsey Cattle Company restored XL Ranch by partnering with the Nature Conservancy on a pilot program that restored the natural water flow on the property and welcomed back wildlife and thriving vegetation.

Compatibility with the Surrounding Land Uses, Infrastructure, and Environmental Conditions:

This request is for expansion of a Recreational Camping site that lacks the current access requirements put in place after its initial development. Thoms Landing Fish Camp originated with a house, a few cottages, a mobile home, bait shop, entertainment venue, boat ramp, boat dock, fueling facility (boat and LP gas), and primitive camping. Through Planning Commission approval, 20 RV campsites were added in 2002 under the expansion of a non-conforming use process. Now, another 20 are requested. With the addition, more accessory structures and another residence are

included as well. Staff find this request is compatible with surrounding land uses, the rural level of infrastructure available, and the environmental limitations of the site. For over 40 years Thomas Landing Fish Camp has existed in this location with no use or condition on nearby properties being unduly negatively impacted by its operation. This expansion of the number of campsites will not directly or indirectly result in adverse impacts upon another use or condition nearby.

A. Land Uses:

The LDC defines compatibility as "*A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.*"

The Agricultural/Residential Rural (A/RR) district allowable base density for development is one dwelling per five acres. If there are certain levels of urban services available and other conditions are met, up to one dwelling unit per acre may be permitted. However, there are no urban services available for miles in this area. This area is ideal for ranching and resource based recreation. With just one visit to the property, it is evident that this site is ideal for recreational camping with its lake access and pristene surroundings. Recreational Camping is a use that may be approved in the A/RR district by the Planning Commission through a Level 3 Review. This low-intensity resource based recrational use allows up to four campsites per acre provided certain development standards and Health Department approvals are met.

Thomas Landing Fish Camp originated in 1990. It became non-conforming with regard to access in 1992 with the adoption of an ordinance that requires all forms of development to have direct access to a paved road. An expansion for the camp was approved in 2002 under review of this same non-conformity. Since then the access has become more stable but remains unpaved. This request is for expansion of the number of campsites from 20 to 40. While Recreational Camping requires Planning Commission approval in the A/RR district, this location and intensity meets all of the criteria but one: direct access to a paved road. Section 120 recognizes legal non-conforming uses, structures, lot size, density, and development standards. Section 120.J sets forth a process for evaluating proposals for expansion of a non-conforming use. This includes six criteria for which to evaluate expansion requests. Staff find it meets these criteria. Each one is specifically addressed throughout this report and summarized in Table 11.

B. Infrastructure:

This area is truly rural. The County extends very few services to this area and has no plans in the future for infrastructure expansion. There is no public water or wastewater services in the area. There is no public transit. Public schools are very far away. Public safety services are closer but still beyond a distance suitable for urban development. The roadway network has a lot of capacity but is over a mile from this site. The lack of urban services helps to discourage higher development activity in the area. This facility operates at a very low intensity amongst an environmentally protected area. While recreational facilities have a higher need for public safety services, the intensity of this recreational camping use after expansion is still very low and so is the level of risk.

C. Environmental Conditions

Aside from the non-conforming access, the greatest site limitation is the vast amount of area within the 100-year flood hazard area. Like with any waterbody, wetlands exist along the shoreline. The soils are also somewhat of a limitation that will curtail the use of onsite septage disposal and the foundations of permanent structures. The site is surrounded by past protected species sightings. The environmental conditions of the site ensure that the use is of low scale and intensity. This low-

intensity resource-based recreational camping use is ideal for these environmental limitations. The visitors seek this facility for the connections to nature and distance from urban areas but do not depend on them for year-round housing.

Nearest and Zoned Elementary, Middle, and High School

The property is zoned for middle and high schools in Frostproof and Lake Wales. These are Ben Hill Griffin Elementary north of Frostproof and McLaughlin Middle/High School in south central Lake Wales. All are the closest schools. However, recreational camping has no impact on school capacity and no physical impacts being over 20 miles away.

Table 2

Name of School	Annual Estimated Demand	Distance from subject site	School Capacity
Ben Hill Griffin Elementary	0	±26 miles driving distance from entrance to entrance	81%
McLaughlin Middle School	0	±20 miles driving distance from entrance to entrance	88%
McLaughlin Academy High School	0	±20 miles driving distance from entrance to entrance	32%

Source: Polk County School Board, Duncan Associates Educational Facility Impact Fee Study, GIS

Nearest Sheriff, Fire, and EMS Station

Public Safety services are located a significant distance from this area, which is expected due to its extremely rural nature. The level of intensity for recreational camping is appropriate for the Rural Development Area (RDA). There are no fire hydrants nearby, but campsites will be spaced far enough apart to isolate in the event of fire. The site is very open. Trees line the perimeter.

Table 3

	Name of Station	Distance	Response Time*
Sheriff	Southeast District Command (4011 Sgt. Mary Campbell Way near Lake Wales)	±26 miles	10 minutes
Fire	Polk County Fire Rescue Station 27, 6221 Hogan Lane, in Indian Lake Estates	±10 miles	20 minutes
EMS	Polk County Fire Rescue Station 14, 10399 Leisure Lane West in Nalcrest	±11 miles	20 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 nearest Sheriff's substation is the Southwest District Command at 4120 U.S. Highway 98, south of Lakeland next to Polk State College, 26 miles driving distance from the site. Sheriff response times are not as much a function of the distance to the nearest sheriff's substation rather more a function of the overall number of patrol officers within the County. However, patrol coverage is less in these more rural areas of the County. Since this site is accessible only from private gated easements, regular patrols are unlikely. In addition to Thomas Landing, there are five other addressed locations on Thomas Landing Road. In the event of an emergency, Polk County Sherrif's staff can respond to those locations.

Key to this review is the condition of the access easement. It is vital that public safety staff be able to access this site efficiently and without damage to vehicles. On a recent site visit, staff found the access to be of adequate width and in fair condition. A condition of approval is included in the

recommendation that gives public safety officials the ability to close the facility if the access is not properly maintained to public safety access standards. The site has been used as a point of access for public safety staff in the past for boat rescues on the lake. Although nearly all of the shoreline around it is publicly owned land, Thomas Landing has the only boat ramp and dock for miles in either direction.

Water and Wastewater Demand and Capacity:

There is no public water or wastewater services available in this area and there are no plans for any in the future. This is characteristic of the Rural Development Area (RDA). Expansion will require an additional water well and onsite septage disposal system. The site is in an area where the use of septic tanks is highly restricted. A more advanced system may be required to serve the needs of more development.

A. Estimated Demand and Service Provider:

There is no public potable water or wastewater service available in the remote vicinity. The closest is over ten miles away. Recreational camping does not need to be connected to public water or wastewater services. They are typically self-sustaining. For efficiency and marketing, one central well system that serves the campsites is best. Wastewater can be handled centrally or with one dumpsite septic system for RVs. Bath facilities are required regardless. But central systems that serve the campsites or cabins make the camping facility more appealing to a broader spectrum of consumers.

Table 4

Subject Property	Estimated Impact Analysis		
15.65± acres A/RR	Demand as Currently Permitted A/RR/CU 02-18	Maximum Permissible in the district A/RR	Proposed Plan
Permitted Intensity	2 single-family units 1 mobile home 20 campsites	3 single-family units 62 campsites	3 single-family units 1 mobile home 40 campsites
Potable Water Consumption (GPD)	4,675 GPD	13,026 GPD	8,885 GPD
Wastewater Generation (GPD)	4,180 GPD	11,760 GPD	7,980 GPD

Source: Polk County Concurrency Manual & Polk County Utilities: Transient RV space = 198 GPD potable water demand and 180 GPD wastewater output, Single-Family = 250 GPD water and 200 GPD wastewater, Mobile home = 215 GPD water and 180 GPD wastewater.

Polk County Utilities estimates that transient RV or camping spaces maximum potable water usage is 198 gallons per day (GPD) and wastewater output is 180 GPD. But utility systems have to be designed to handle the most extreme conditions. Actual use of camping facilities is much lower on average usage. This is due to the seasonal nature of recreational uses. Utilization varies for weekdays vs. weekends, summer vs. winter, or spring/summer break vs. school days. The applicants for this expansion intend to use this facility primarily for hunting seasons. There will only be a limited amount of time in which the facility will be in full use during the year.

B. Available Capacity:

Both the well and water system and sanitary waste system will be reviewed and approved under the Florida Department of Environmental Protection (FDEP). This property and all that surrounds it are under a Basin Management Plan (BMAP) for the Kissimmee River basin. Based on volume and

flow, FDEP may require a higher level of treatment on the wastewater system. System costs may limit the capacity and usage. It could even affect the number of camping spaces.

C. Planned Improvements:

Campsites may require services and hook-ups. A central water system will be most efficient. A bathhouse(s) will be required regardless. The site plan for the south half shows the placement of these facilities. The wastewater treatment may have to be designed and built to a higher treatment level due to the BMAP requirements. There will be no public dedication of any infrastructure for this use.

Roadways/ Transportation Network

There is ample capacity on the public roadway network to serve an additional 20 campsites. However, the camp is nearly two miles to the nearest public road access. The sole reason this development is non-conforming is because it lacks direct access to a public road.

A. Estimated Demand:

There will be a limited increase in transportation demand as a result of this approval. The Institute of Traffic Engineers estimates the additional 20 campsites will add an average of 21 daily trips to the roadways. This is an approximately 42% increase to current traffic estimates on unpaved Lightsey Ranch Road and unpaved Thomas Landing Road. The following table provides a comparison between the current approval and the requested expansion of the non-conforming use.

Table 5

Subject Property	**Estimated Impact Analysis**		
15.65± acres A/RR	Demand as Currently Permitted A/RR/CU 02-18	Maximum Permissible in the district A/RR	Proposed Plan
Permitted Intensity	2 single-family units 1 mobile home 20 campsites	3 single-family units 62 campsites	3 single-family units 1 mobile home 40 campsites
Average Annual Daily Trips (AADT)	45	88	72
PM Peak Hour Trips	5	9	8

Source: Institute of Transportation Engineers Trip Generation Manual 12th edition Single-family = 7.81 AADT, 1 PM peak, 100% new trips; Mobile Home = 7.87 AADT, 0.48 PM peak, 100% new, Campsite =1.01 AADT, 0.09 PM peak, 100% new.

This request will not require either a major or minor traffic study since the increase in average annual daily trip rate (AADT) will be less than 50 trips per day.

B. Available Capacity:

Sam Keen Road does not have enough vehicle traffic on it to warrant monitoring. State Road 60 is the only roadway tracked east of Lake Wales.

Table 6

Link #	**Road Name**	**Current Level of Service (LOS)**	**Available PM Peak Hour Capacity**	**Minimum LOS Standard**
5910E	State Road 60 From: Stokes Road To: County Road 630	B	1,448	C

Table 6

Link #	Road Name	Current Level of Service (LOS)	Available PM Peak Hour Capacity	Minimum LOS Standard
5910W	State Road 60 From: County Road 630 To: Stokes Road	B	1,478	C

Source: Polk County Transportation Planning Organization, Roadway Network Database January 17, 2025

Table 5 shows that the expansion of Thomas Landing Fish Camp will result in an additional three (3) PM Peak Hour trips. The roadway has over 1,400 trips of capacity in either direction. Given the ample amount of capacity on the roadway, the impacts of this approval will be insignificant on the network.

C. Roadway Conditions

Based upon a recent site visit, Sam Keen Road is in above average condition. State Road 60 is being resurfaced from County Road 630 to Stokes Road. Lightsey Ranch Road is a well maintained unpaved private easement. Thomas Landing Road is unpaved also and moderately well maintained. There are several divots that require avoidance by standard automobiles. An additional 21 vehicles per day may benefit the maintenance of Thomas Landing Road because it will provide more compaction to the surface. Unpaved roads that have very little daily traffic suffer more from lack of use than they do from overuse. The County is only responsible for the maintenance of Sam Keen Road. State Road 60 is maintained by the Florida Department of Transportation (FDOT) Lightsey Ranch Road is maintained by the Lightsey Cattle Company. Thomas Landing Road is maintained by the owner of the north portion of Thomas Landing Fish Camp. If this expansion is approved, the owners of the south portion should bear some maintenance responsibility of Thomas Landing Road.

D. Planned Improvements:

This approval requires no roadway, sidewalk, or drainage improvements to a County facility. This request is to expand the use of private unpaved access to an existing Recreational Camping use.

E. Mass Transit

There is no mass transit available east of Lake Wales. This use is not intended for areas served by transit.

F. Sidewalks

There are no sidewalks on Sam Keen Road. Sidewalks are not a requirement in the Rural Development Area (RDA).

Park Facilities:

This site provides no public access to Lake Kissimmee. It is for members and patrons only. There are two locations for public recreational access to Lake Kissimmee in Polk County: Coleman Landing on the south end and Lake Kissimmee State Park on the north. Thomas Landing is in between them. That is why it has been used as a point of access for public safety staff in the past for boat rescues on the lake. Although nearly all of the shoreline around it is publicly owned land, Thomas Landing has the only boat ramp and dock for miles in either direction.

A. Location:

Coleman Landing at Shady Oaks Recreation Area, at 1450 Shady Oak Drive (eight miles by boat, 18 by car), is the closest County boat access to Lake Kissimmee. Lake Rosalie Park and Campground, at 2925 Rosalie Lake Road (nine miles by boat, 11 miles by car) are the closest public parks. Bot have boat access and camping facilities.

B. Services:

Coleman Landing has Bank/Pier Fishing, Boat Launching Site, Campground, Pavilion, Picnic Area, Restrooms. Lake Rosalie Park has Boat Launching Site, Campground, Restrooms.

C. Planned Improvements

There are no recreation improvements scheduled for this area of the County in the 5-year Community Investment Program.

D. Environmental Lands

The area is surrounded by publicly owned environmental lands and conservation easements. However, they are not open to the general public and are not publicly accessible (Exhibit 7).

Environmental Conditions

Aside from the non-conforming access, the greatest site limitation is the vast amount of the site within the 100-year flood hazard area. Like with any waterbody, wetlands exist along the shoreline. The soils are also somewhat of a limitation that will curtail the use of onsite septage disposal and the foundations of permanent structures. The site is surrounded by past protected species sightings. The environmental conditions of the site ensure that the use is of low scale and intensity. This site is well suited for recreational, resourced based, camping. The limitations do not pose a significant threat to brief stays. In the event of inclement weather, a campground can be efficiently evacuated. Permanent residences are not as easily evacuated, and their occupants may depend on them more.

A. Surface Water:

The site abuts Lake Kissimmee. The Lake Kissimmee basin is under a management plan to reduce nitrate loads by the Florida Department of Environmental Protection (FDEP). There are many limitations on development in these areas. Most apply to wastewater discharges which will limit or restrict the use of septic tanks. The LDC also has restrictions on development in Section 610. Non-maritime structures are required to be set back 50 feet landward from the 10-year flood zone which is approximately the location of the Ordinary High-Water Line (OHWL).

B. Wetlands/Floodplains:

All but approximately a two acre strip along the western boundary of the site is within the 100-year flood hazard area, according to the Flood Insurance Rate Maps (FIRM) from the Federal Emergency Management Agency (FEMA) and National Wetlands Inventory (NWI). The base flood elevation (BFE) is 54 feet above mean sea level (MSL). The majority of the property is approximately 53 feet above MSL. This property is not a good location for permanent residents.

However, it is suitable for recreational use, especially campsites that can be evacuated in the event of heavy rainfall.

C. Soils:

The area proposed for the additional 20 campsites will be located on Bassinger Fine Sand, according to the Soil Survey of Polk County, Florida, United States Department of Agriculture (USDA), Soil Conservation Service. This soil type has severe limitations for camp areas and septic tanks. However, it is no worse than the other soil types on the 15.65-acre fish camp site. The pond in the center of the site was created in the early 1980s, and the soil was spread across the site to raise the level of the land. This is not reflected in the USDA soil survey because the fieldwork for the survey was conducted prior to the excavation of the pond.

Table 8

Soil Name	**Limitations to Camp Areas**	**Septic Tank Absorption Field Limitations**	**% of Site** *(approximate)*
Adamsville Fine Sand	Severe: too sandy	Severe: wetness, poor filter	28%
Basinger Fine Sand	Severe: ponding	Severe: ponding, poor filter	61%
Bassinger Mucky Fine Sands (depressional)	Severe: ponding	Severe: ponding, poor filter	11%

Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service

This soil data does not prevent the site from increasing the intensity of campsites. It speaks more to the limitations use of those sites will face. The ground will be adequate for seasonal and occasional use, but it will not support permanent or constant use. The proposed use of this camp is seasonal according to the application.

D. Protected Species

The site is within a mile radius of all types of endangered animal species sightings according to the Florida Natural Areas Inventory of 2002, 2006, and 2012. That is why so much of the surrounding area has been acquired by the state or placed in conservation easements. But light camping facilities can be compatible with the protection of endangered species, especially for ecotourism. Use of this facility is limited by the lack of public access, which is the non-conformity under review. The private easement ensures that visitation will be limited and thereby work to protect the endangered species that inhabit the area.

E. Archeological Resources:

There are archeological resources in the area farther to the south of the site near Grape Hammock which once held the original Kissimmee River crossing and ferry boat launch. No known historic structures or artifacts have been reported on this site.

F. Wells (Public/Private)

The closest public water system is located at Indian Lake Estates over 6½ miles to the south. There are several individual agricultural wells nearby, but none of them are close enough to be adversely impacted by increasing the number of campsites. There is an active well on the north portion of the property that serves the three permanent dwellings that were part of the original 1990 PUD approval.

G. Airports:

The site is not within any Airport Buffer Zones. The closest airport is Lake Wales Municipal Airport, just over 18 miles to the west. This approval will have no adverse effects on airway traffic.

Economic Factors:

From the 1980s through the early 2010s, Thomas Landing Fish Camp operated as a low scale marina and campground. The proprietor (Earl Thomas) operated a bait shop, entertainment venue, and provided fueling for watercraft at the end of the dock. There were RV hookups on the north and south sides surrounding the internal pond in the center of the site. The proprietor passed away in 2016 and the two properties that comprised the fish camp were sold to different owners at different times. The current owners of the north parcel have actively maintained the grandfather rights since 2020. The south parcel has had limited use since 2017. It has been used for primitive camping, and the dock and boat ramp have been maintained and actively utilized.

The marina functions (boat fueling and portage) and bait shop of the recreational camping use are no longer in operation but will remain a future option for either north or south portions. The owner of the north portion of the site uses the property for private functions and has recently replaced the mobile home with a newer model. He desires to expand in the future by adding cottages for vacation rental. KDC Forever, owners of the south side, are seeking to establish campsites for members of the organization with supporting accessory structures such as bathhouses and primitive dining facilities. Their peak use will come during hunting seasons for waterfowl. During the off season, it will be used intermittently by the members and their guests for camping and fishing on weekends and holidays. However, the conditions of approval do not restrict future ownership classifications. Neither portion of the property is limited to their current intensions rather only the conditions of approval placed on them by the Planning Commission.

The site's value and marketability come from its exclusive location on the lakefront surrounded by preservation lands. This creates an isolated and peaceful retreat for visitors. It is also the only boat access to Lake Kissimmee for over four miles to the north and nine miles to the south. This provides better access to certain fishing areas on the lake thereby providing nearly exclusive use to much of the western shoreline. The site's value is maintained by its exclusivity. It is in the interest of both property owners to limit the use of the facility to small groups. That way both properties can enjoy the same aesthetic qualities of their properties without diminishing the value of the other. This approval grants the south portion specific rights while not depriving the owner of the north portion of any vested rights. Both properties maintain the marketability each thought they had when they made their original purchase of their land.

Consistency with the Comprehensive Plan, LDC, and Other County Ordinances:

The site is located in the Rural Development Area (RDA), which is the area that "*is characterized by large open areas, agricultural use, with scattered development and rural centers. Services are limited and mostly found in the rural centers and clustered developments.*" according to POLICY 2.108-A1 of the Comprehensive Plan. The site is nearly two miles from the closest County right-of-way. There are very limited public services provided to the camping facility.

The subject property is designated Agricultural/Residential Rural on the Future Land Use Map. The base density of the land use district is one dwelling per five acres. Recreational Camping is

permissible through Planning Commission approval because it is classified as a Community Facility under POLCY 2.125-E1 of the Comprehensive Plan which states that "*Community Facilities shall be allowed in all land use classifications*." There are five classifications (A-E) of Community Facilities:

- Type A facilities are governmental facilities necessary to support existing and proposed development
- Type B facilities are non-governmental facilities which provide needed public services
- Type C facilities are temporary facilities necessary for the improvement of public facilities by private contractors
- Type D facilities are elementary, middle, and high schools, both public and private.
- Type E facilities are all types of recreation activities and associated infrastructure.

Thomas Landing Fish Camp falls within two types of Community Facilities. Type E because it is a recreational facility and Type B because it is a retreat for a non-profit organization. When considering new development or the expansion of existing development, Comprehensive Plan SECTION 2.102 requires the proposal to be reviewed for compatibility, location, distribution, timing, and adequate public facilities. These have been addressed throughout this staff report and are summarized in Table 9 to follow.

POLICY 2.129-A2.c of the Comprehensive Plan requires that the Land Development Code provides regulations and procedures to address existing development and legal non-conforming development including rebuilding rights; expansion rights; and use changes.

Section 205, Table 2.1 of the Land Development Code (LDC) allows Recreational Camping in the A/RR district as a conditional use if approved by the Planning Commission through a Level 3 Review. Section 303 of the LDC stipulates conditions by which a Recreational Camping use may locate and operate. Thomas Landing Fish Camp meets all of the conditions but one: "*The camping area or park in which the camping area is located shall have direct access to a paved County road or private road meeting County standards*." This was not a requirement of the Minimum Development Standards for Mobile home Parks, RV Parks, Campgrounds, and Fishing Resorts Ordinance (72-13) or the Zoning Ordinance (83-2) for camping areas when the facility was first approved in 1990. It was not until Ordinance 92-05 was adopted that this became a requirement for all land uses. Therefore, this is a legally non-conforming use by virtue of its lack of direct access to a paved County Road or private road meeting County standards. Neither Lightsey Ranch Road nor Thomas Landing Road meet the current County standards for roadway access.

Section 120 of the Land Development Code is dedicated to addressing every question regarding legal, non-conforming, properties, structures, development standards, and land uses. Section 120.J sets forth a process for expanding legally non-conforming development. The Planning Commission may grant an expansion in the intensity of a non-residential development's legal non-conformity after consideration of six criteria. These criteria have been addressed throughout this report and summarized in Table 11 to follow.

Table 9

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.102-A2: COMPATIBILITY - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.	*The request is equally compatible with neighboring properties and the area as a whole. Much of the area is under public ownership for purposes of conservation or conservation easement. There is also land under agricultural usage abutting and nearby. There is a single-family dwelling abutting the south property line, but it is used for recreational purposes. There are a few other properties in the area with recreational structures and vehicles owned by individuals.*
POLICY 2.102-A1: DEVELOPMENT LOCATION – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing Communities.	*The reason why this facility is called Thomas Landing Fish Camp is because of its orientation to the lake and its ideal fishing conditions. The only drawback to this location is its distance to a paved public road which is the primary focus of this review.*
POLICY 2.102-A3: DISTRIBUTION - Development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available.	*This is a legally non-conforming use that is of such a low intensity and scale that it has been approved in the past without direct access to a paved public road. Although the request is to nearly double the intensity, it is low enough that doubling does not change the dynamic of its subtle impact on the area.*
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 use has functioned in this location for over 35 years. This modification will enable it to continue for many years into the future as a private, resource-based, recreational camping facility.*
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).	*While this remote location is far from public safety services, the demand for them is low. This facility is for limited use, and its intensity is very low. This results in low risk for the need for higher levels of public safety services.*

The Planning Commission, in the review of development plans, shall consider the following factors listed in Table 10 in accordance with Section 906.D.7 of the Land Development Code.

Table 10

The Planning Commission, in the review of development plans, shall consider the following factors in accordance with Section 906.D.7 of the LDC:	
Whether the proposed development is consistent with all relevant requirements of this Code;	*Yes, this request is consistent with the LDC, specifically Sections 120.J and 906.D.*
Whether the proposed development is consistent with all applicable policies of the Comprehensive Plan;	*SECTION 2.125-E - COMMUNITY FACILITIES classifies this use under Type B and Type E community facilities. It is a retreat with recreation activities and associated infrastructure. It is conforming to the Comprehensive Plan, but it is non-conforming with regard to the development*

Table 10

The Planning Commission, in the review of development plans, shall consider the following factors in accordance with Section 906.D.7 of the LDC:	
	standards in the LDC.
Whether the proposed use is compatible with surrounding uses and the general character of the area, including such factors as density, height, bulk, scale, intensity, traffic, noise, and appearance; and	*Yes, the request is compatible with surrounding uses and the general character of the area. This is a low-volume use surrounded by conservation and agricultural properties. It's also a resource-based form of recreation next to Lake Kissimmee, a substantial recreational resource.*
How the concurrency requirements will be met, if the development were built.	*An increase in the number of campsites from 20 to 40 is still below 50 AADT. This does not trigger the need for even a Minot Traffic Study. There is no public water or wastewater required. Increase in impervious surface is insignificant given the size of the property. There will be no concurrency review needed.*

This request will have very little impact on abutting properties and the area as a whole. Most of the surrounding lands are in conservation or agriculture. The increase from 20 campsites to 40 is not likely to overburden the easement access. Staff consider 40 seasonal campsites to be a low-volume land use. Even on a peak day, it will not likely exceed 50 vehicle trips.

Table 11

The Planning Commission, in the review of Expansion of Non-residential Non-Conforming Use, shall consider the following factors in accordance with Section 120.J.1.c of the LDC:	
The degree to which the non-conformity can become more conforming;	*Access is improved and more restricted. Since the last expansion in 2002, the access easement that serves the site has become more stable and compacted. Past and current owners of the camp have added more base material to support all types of vehicles. Access to the easement is also more limited. The entrance gate from Lightsey Ranch Road is locked with a finite number of people with access. Public safety crews have access through a master key system.*
The extent of a government's obligation or liabilities including, but not limited to, infrastructure improvement, infrastructure maintenance, and public safety;	*The access easement receives no County maintenance. Expansion of this use does not obligate the County to maintain any new infrastructure. There is an increase in potential public safety services demand. It doubles the risk by doubling the potential number of cabins or RV ports. However, the current amount is so low that it is not a significant increase overall. Additionally, the current and past use of the site underperforms to its potential.*
The potential impact that the expansion may pose to neighboring properties;	*Aside from the abutting vacation property, there are no residential structures for miles (see Exhibit 3). Other neighboring properties are not buildable. To the north and west is Lightsey Ranch. The area is comprised of vast amounts of cattle grazing. Most of the lands in this area are under cattle grazing or habitat protection (see Exhibit 7).*
The extent of the use's longevity;	*This is a low-volume use surrounded by conservation and agricultural lands. The most significant demand on County infrastructure or services will be public safety (Fire Rescue, Ambulance, and Law Enforcement). At 20 campsites, this was not significant. Although double, 40 campsites will not likely be significant. It benefits the County public safety services to have access to Lake Kissimmee available at this location for rescues needed by others on the lake. The access easement will last as long as it is maintained as it has been in the past.*
The applicant's future plans for the property	*The County has no intention to maintain the unpaved access*

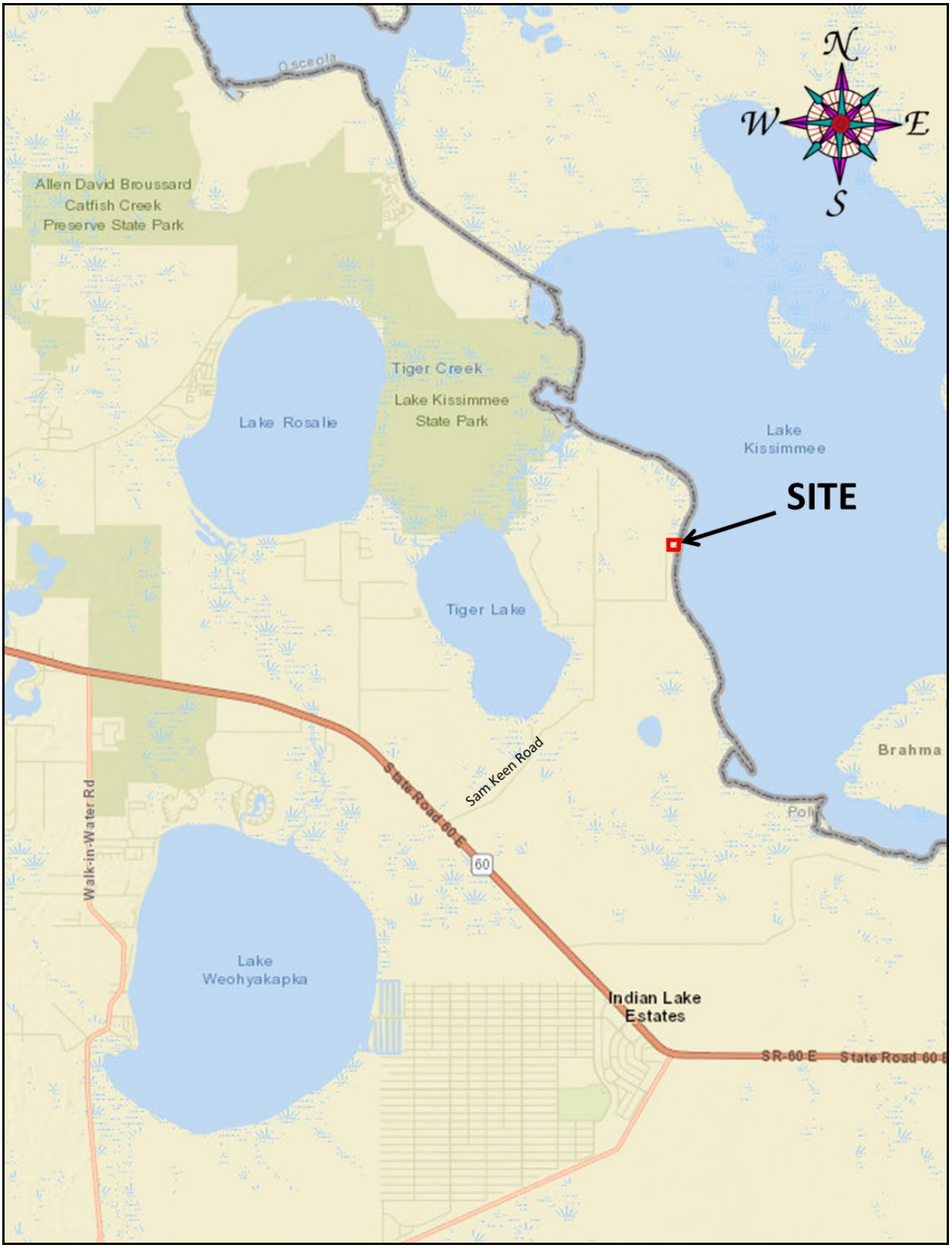
Table 11

The Planning Commission, in the review of Expansion of Non-residential Non-Conforming Use, shall consider the following factors in accordance with Section 120.J.1.c of the LDC:	
relative to the County's plans;	*easement. The applicant does not have the ability to grant maintenance authority to the County either. This non-conformity should remain static.*
The improved development standards or infrastructure that may result from expansion of the use.	*The current condition of the easement is a stabilized compacted surface suitable for emergency vehicles. This approval will not incur any further responsibilities or maintenance requirements of the County.*

Comments from other Agencies: Polk County Land Development Engineering and the Polk County Public Safety Division contributed to the drafting of this report.

Exhibits:

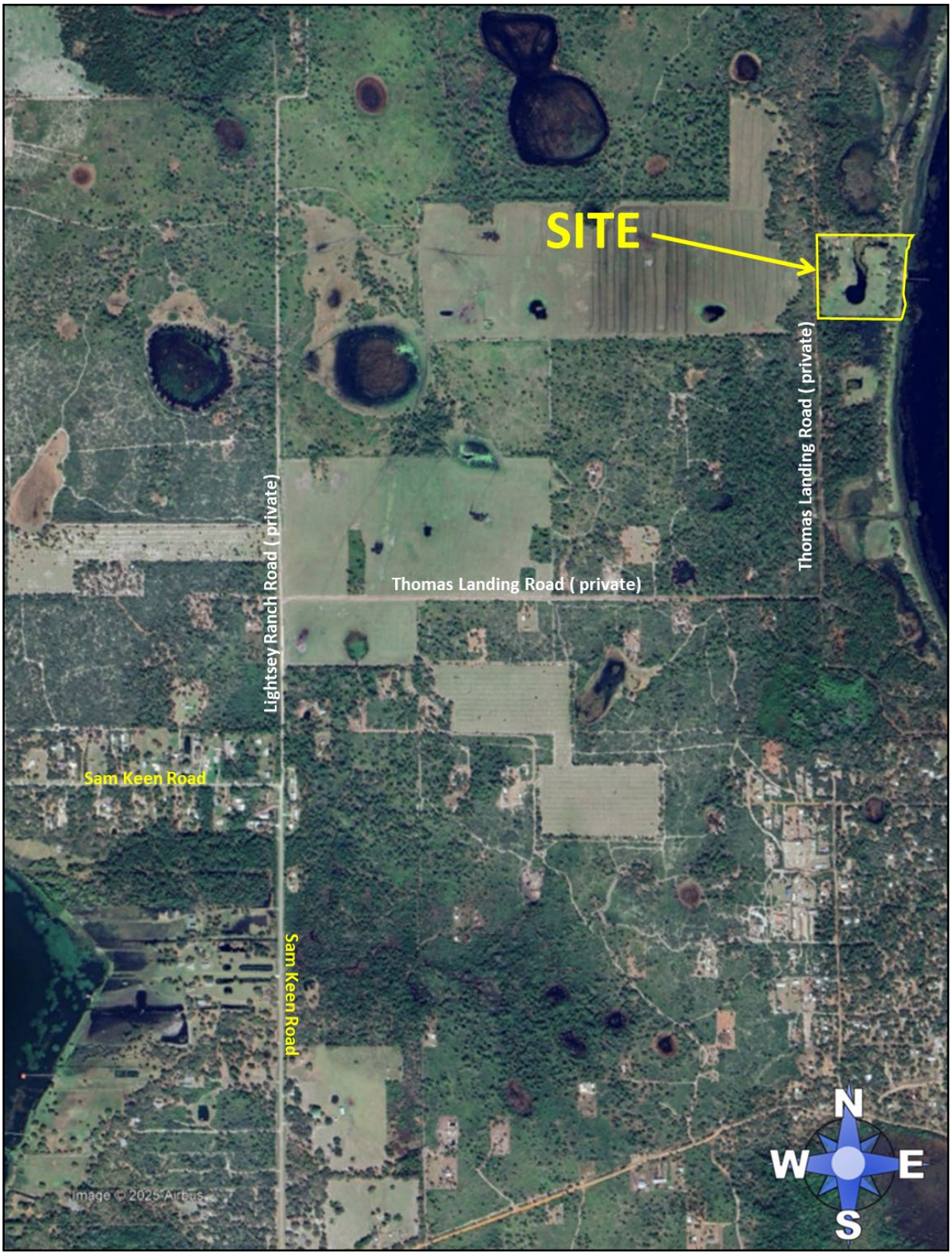
Exhibit – 1 Location Map
Exhibit – 2 Future Land Use Map
Exhibit – 3 2024 Satellite Photo (Context)
Exhibit – 4 2024 Satellite Photo (Close-up) Current Approval
Exhibit – 5 2024 Satellite Photo (Close-up) Proposed Expansion
Exhibit – 6 South Side Site Plan
Exhibit – 7 Conservation Easements and Ownership



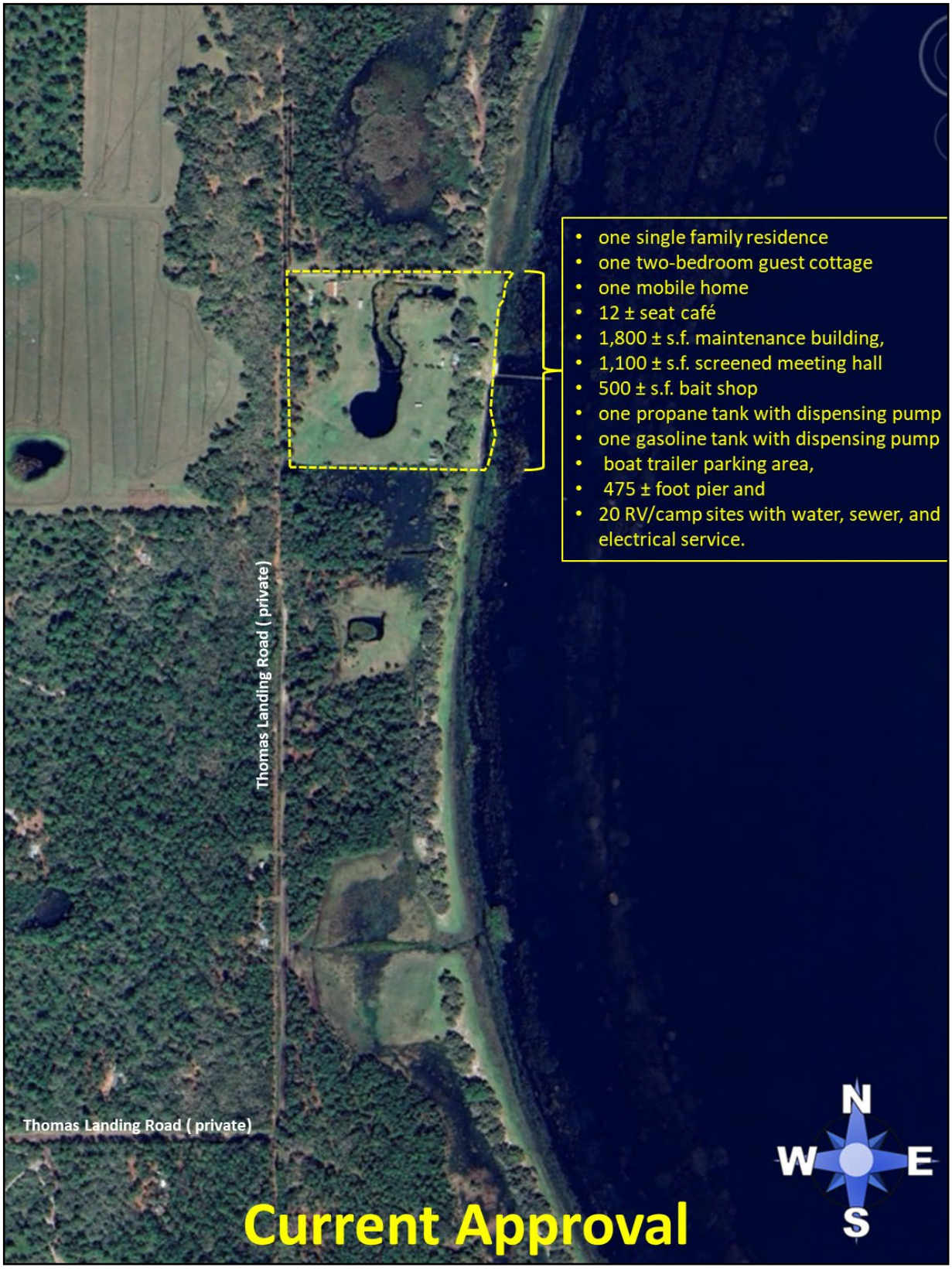
Location Map



Future Land Use Map



2024 Satellite Photo (Context)



2024 Satellite Photo (Close Up)



2024 Satellite Photo (Close Up)



South Side Site Plan



Conservation Easements and Ownership

BOARD OF COUNTY COMMISSIONERS, POLK COUNTY, FLORIDA

FINAL ORDER

(De Novo)

Case Number: LDCU-2025-39

Applicant: Chad Booker P.E. Traditions Engineering

Property Owner: KDC Forever LLC and Scott L Henderson

Hearing Date: June 2, 2026

_____/

I. Request:

The Applicant is requesting Conditional Use for expansion of a legally non-conforming Recreational Camping Facility per Section 120.J of the LDC to increase the number of RV/Cabin sites from 20 to 40 and add one more residence and accessory buildings for the campground. (the "Application").

II. Planning Commission Decision:

On June 2, 2026, the Planning Commission held a public hearing on the Application and voted ____-____ to approve/deny the Application.

III. Findings:

The Board hereby adopts and incorporates herein the DRC staff report and makes the following findings based upon the staff report and other record evidence presented during the hearing:

Pursuant to section 922 of the Polk County Land Development Code (the "LDC"), the Board shall, in the review of the Application, consider all applicable

provisions of the LDC, including but not limited to, the provisions pertaining to a level 3 review.

1. Pursuant to Section 906.D.7 of the LDC, the Planning Commission shall, in the review of a Level 3 Review application, consider the following factors:
    a. Whether the proposed development is consistent with all relevant requirements of this Code;
    b. Whether the proposed development is consistent with all applicable policies of the Comprehensive Plan;
    c. Whether the proposed use is compatible with surrounding uses and the general character of the area, including such factors as density, height, bulk, scale, intensity, traffic, noise, and appearance; and
    d. How the concurrency requirements will be met if the development was built.

2. The Application is consistent with all relevant requirements of the LDC, including without limitation, Sections 120, 906, and 303.

3. The Application is consistent with all applicable policies of the Comprehensive Plan.

4. The Application is compatible with surrounding uses and the general character of the area.

5. Concurrency requirements can be met if the development is built.

IV. Incorporation of Record

The record is hereby incorporated by reference into this order and is on file with the County Clerk. The record consists of the following: the Application, Impact Assessment Statement, the DRC staff report, staff's PowerPoint presentation, the Planning Commission's decision, and all testimony and evidence presented at the hearing.

V. Board's Decision:

Based upon the record and the foregoing findings, the Application is APPROVED, subject to the conditions, if any, set forth in the Staff Report attached hereto and incorporated herein as Exhibit "A", and those conditions, if any, agreed upon by the Applicant and approved by the Board of County Commissioners during the public

hearing. Any such additional conditions approved during the public hearing, as applicable, are set forth on the attached Addendum 1 to Final Order and fully incorporated herein. This order becomes final on the date rendered to the Clerk.

DONE AND ORDERED in Bartow, Polk County, Florida, in regular session this 2nd day of June 2026, by the Polk County Board of County Commissioners.

Polk County Board of County Commissioners	**ATTEST: Stacy M. Butterfield, Clerk and Auditor to the Board**
By: _____	By: _____
Martha Santiago Ed.D, Chairperson	Deputy Clerk

Date rendered to the Clerk: _____

ADDENDUM 1 to FINAL ORDER

The following conditions of approval were agreed upon by the Applicant and approved by the Board of County Commissioners during the public hearing held on _____, 2026, and are fully incorporated into the Final Order. In the event any conflict or inconsistency arises between the conditions listed in the Staff Report and those listed in this Addendum 1, the conditions listed in this Addendum 1 shall control.

Additional Conditions of Approval:

1.

Exhibits to Board's Order
Exhibit A-Staff Report and Exhibits

LDCU-2025-39 - LAKE KISSIMMEE DUCK CAMP CU MOD

Menu Reports Help

Application Name: LAKE KISSIMMEE DUCK CAMP CU MOD

File Date: 11/21/2025

Application Type: PC-Conditional Use-New Or Mobile Home

Application Status: In Review

Application Comments:

View ID	Comment	Date

Description of Work: CU Mod is to allow for specific uses outlined on the plans on parcel 30-03-03-000000-033020. These uses were previously permitted under CU 0218M, however the prop since been split into (2) parcels. This mod is to define the allowable uses of the CU for the southern parcel.

Application Detail: Detail

Address: 0 SAM KEEN RD, LAKE WALES, FL 33898

Parcel No: 303003000000033020

Owner Name: KDC FOREVER LLC

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
Charles Brooker		Applicant	Mailing, 6039 Cypress ...	Active
Charles Brooker		Engineer	Mailing, 6039 Cypress ...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $4,471.00

Total Fee Invoiced: $4,471.00

Balance: $0.00

Custom Fields: **LD_GEN_PUB**

PUBLIC HEARINGS

Development Type
Planning Commission

Application Type
Conditional Use
Major Modification

Brownfields Request
–

Affordable Housing

GENERAL INFORMATION

Expedited Review

Number of Lots
–

Will This Project Be Phased

Acreage
7.67

DRC Meeting
02/05/2026

DRC Meeting Time
–

Rescheduled DRC Meeting
–

Rescheduled DRC Meeting Time
–

Green Swamp
No

Number of Units
–

Case File Number
N/A

Is this Polk County Utilities

Is this Application a result of a Code Violation
No

One Year Extension
–

FS 119 Status
Non-Exempt

Code Violation Case Number
–

ADVERTISING

Legal Advertising Date
–

BOCC1 Advertising Date
–

BOCC2 Advertising Date
–

Advertising Board
Planning Commission

MEETING DATES

Community Meeting
–

Planning Commission Date
04/01/2026

Land Use Hearing Officer 3
–

1st BOCC Date
–

2nd BOCC Date
–

LUHO-Level 3
–

HEARING

PC Hearing Results
–

PC Vote Tally
–

BOCC 1st Hearing Results

BOCC 1st Vote Tally

BOCC 2nd Hearing Results

–

BOCC 2nd Vote Tally

–

FINAL LETTER

Denovo Appeal

–

Denovo Results

–

Denovo Tally

–

LD_GEN_PUB_EDL

Opening DigEplan List...

DigEplan Document List

–

PLAN REVIEW FIELDS

TMPRecordID	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-25EST-00000-69428	DIGITAL PROJECTS LD	–
RequiredDocumentTypesComplete	**AdditionalDocumentTypes**	**Activate DPC**
Yes	Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion	Yes
Activate FSA	**DigitalSigCheck**	
Yes	Yes	

PLAN UPLOAD ACKNOWLEDGEMENT

Upload Plans Acknowledgement

√

SELECTED AREA PLANS

Selected Area Plans

LAND USE

Selected Area Plan **LU Code**

DEVELOPMENT AREA

Development Area

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board **Number of Boards** (Number) **Number of Mailers** (Number) **Date Mailed** **Date Posted** **NOR**

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	01/09/2026	Lyndsay Rathke
Engineering Review				
Fire Marshal Review	Kim Turner	Approve	01/09/2026	Kim Turner
Surveying Review	Mike Benton	Not Required	01/27/2026	Mike Benton
School Board Review	School District	Not Required	01/09/2026	School District
Roads and Drainage Review	Phil Irven	Approve	01/14/2026	Phil Irven
Planning Review	Erik Peterson	Approve	02/27/2026	Erik Peterson
Review Consolidation	Lyndsay Rathke	Revisions Re...	02/18/2026	Lyndsay Rathke
Staff Report				
Public Notice				
Hearing				
BOCC Hearing				
Final Letter				
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

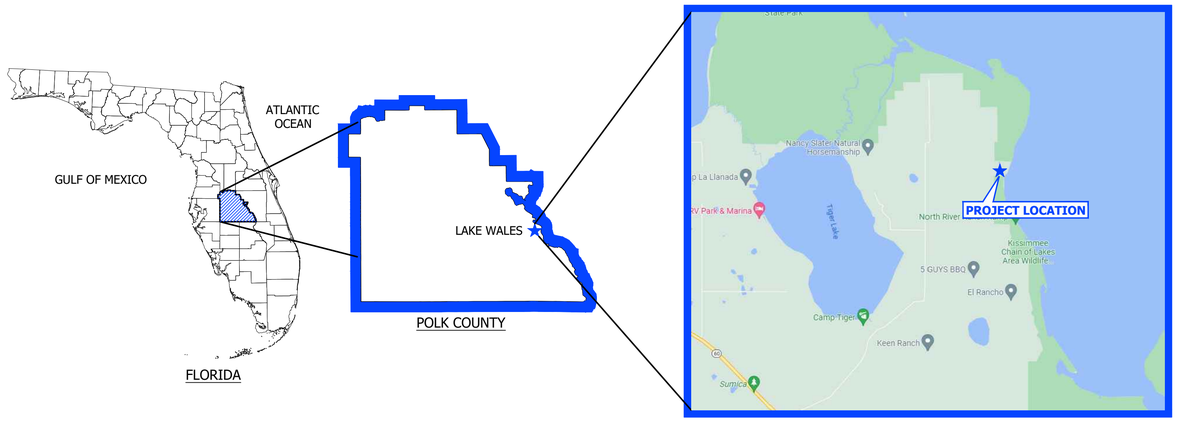
LAKE KISSIMMEE DUCK CAMP

CONDITIONAL USE MODIFICATION PLANS

LOCATION

Section 03, Township 30S, Range 30E

POLK COUNTY, FLORIDA



VICINITY MAP

PREPARED FOR

KDC FOREVER LLC
439 S FLORIDA AVE, STE 201
LAKELAND, FL 33801

PREPARED BY

TRADITIONS ENGINEERING, LLC
6039 CYPRESS GARDENS BLVD, #290
WINTER HAVEN, FL 33884
PHONE: (863) 397-1626
FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #35178

SHEET INDEX				
#	SHEET TITLE	ISSUE DATE	REV #	REV DATE
C-100	COVER PAGE	--	--	--
C-200	CU MOD PLAN	--	--	--

REVISION HISTORY

No.	DATE	DESCRIPTION
1	11/21/2025	INITIAL SUBMITTAL TO POLK COUNTY
2	02/18/2026	RESUBMITTAL TO POLK COUNTY

CONSTRUCTION MATERIALS QUALITY AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH POLK COUNTY AND FDOT SPECIFICATIONS AND STANDARDS, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES [(S704.4.M)(S804)(A)3K); (S824(B)(5)].

POLK COUNTY LAND DEVELOPMENT DIVISION STANDARD NOTES

1. Traffic signs and pavement markings shall be installed prior to opening a new or modified road.
2. All construction shall conform to the requirements of Appendix A of the Polk County Land Development Code and the Polk County Utilities Code, as applicable.
3. Changes from plans or specifications substantially affecting conformance to standards or performance of systems must be submitted in a written request by the Engineer of Record and receive written approval by the County Engineer prior to the implementation of such changes, unless otherwise provided for in the Polk County Land Development Code or the Polk County Utilities Code. Major modifications may require an approval by the Development Review Committee. In such cases, the applicant shall submit the appropriate application and fees for a new review at the Level of the original approval, or Level 2, whichever is greater.
4. The Contractor shall notify Polk County Inspections Staff (863) 534-6449, at least five (5) working days prior to commencement of construction and prior to any activity requiring inspection, including site paving.
5. To schedule the required Pre-Construction meeting, the Engineer of Record shall contact the Polk County Land Development Division, office of the County Engineer at (863) 534-6449.
6. At the completion of construction, and prior to beneficial use of any facility or system, as-built Record Drawings shall be submitted and approved in accordance with Polk County Utilities Code, Chapter 2, Part 3.01 and the Polk County Land Development Code, Appendix A, Section A406.C.
7. MOT for the project will be in accordance with the current FDOT Traffic Control Requirements Through Work Zones, Section 102-600 series, of the FDOT Standard Plans.
8. The asphalt pavement will extend ¼ inch above the road side edge for all curb and gutter constructed on public or private roads.
9. Polk County is not responsible for Design and/or Plan errors. All construction within Polk County R/W shall be in accordance with Polk County and FDOT standards and specifications. All construction shall conform to the requirements of Appendix A of the Polk County Land Development Code and the Polk County Utilities Code, as applicable.

811 Know what's below. Call before you dig.

This item has been digitally signed and sealed by the engineer on the date indicated hereon. Printed copies of this document are not considered signed and sealed. Signature must be verified on any electronic copies.

REVISION NO. | DATE | DESCRIPTION

Charles R Brooker
Digitally signed by Charles R Brooker
Date: 2026.02.18 15:34:09 -05'00'

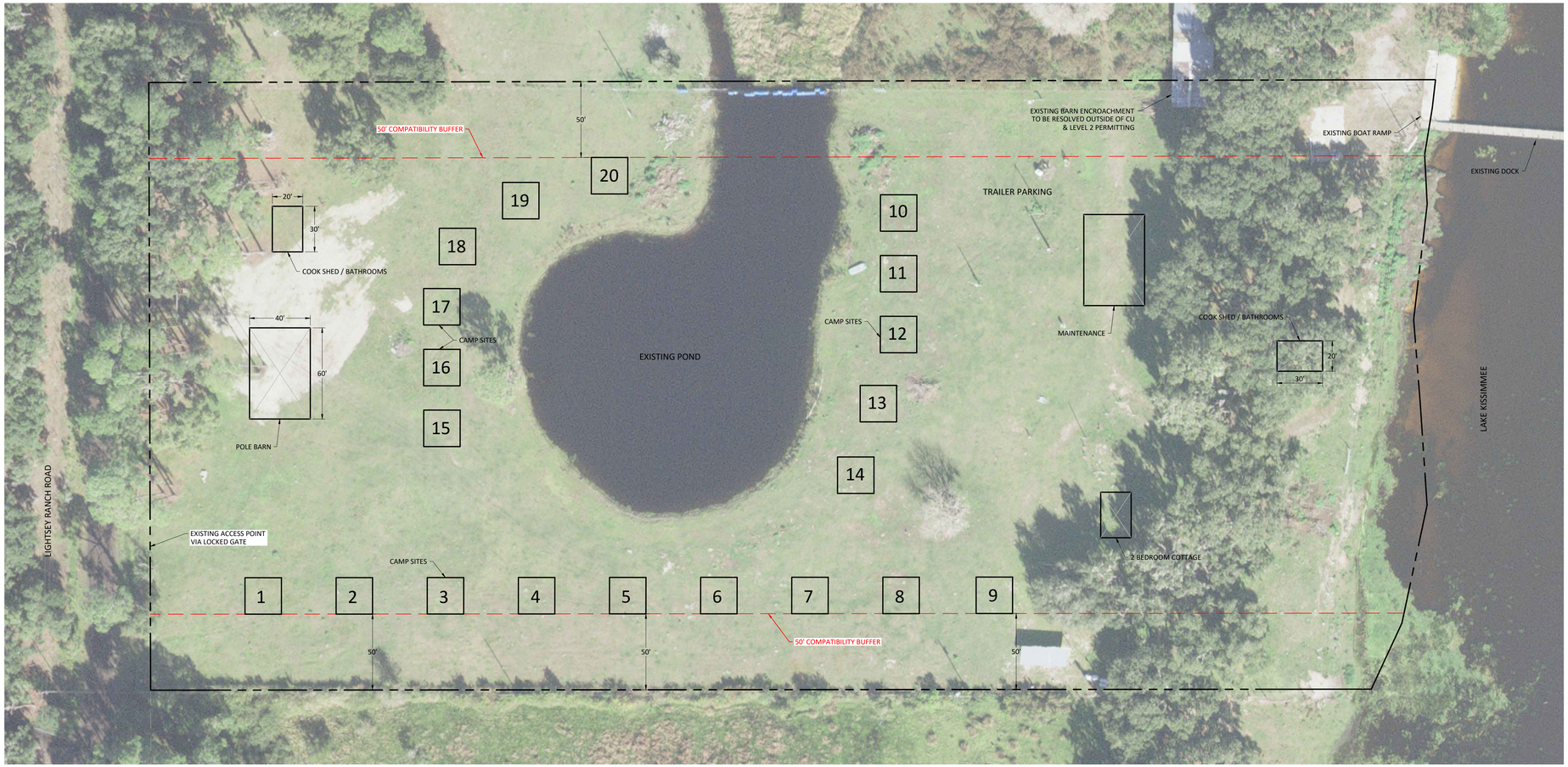
CLIENT: KDC FOREVER LLC
PROJECT NAME: KISSIMMEE DUCK CAMP

COVER PAGE

SAM KEEN ROAD, LAKE WALES, FLORIDA 33898

TRADITIONS ENGINEERING

PROJECT NUMBER 23-3
SHEET NUMBER C-100

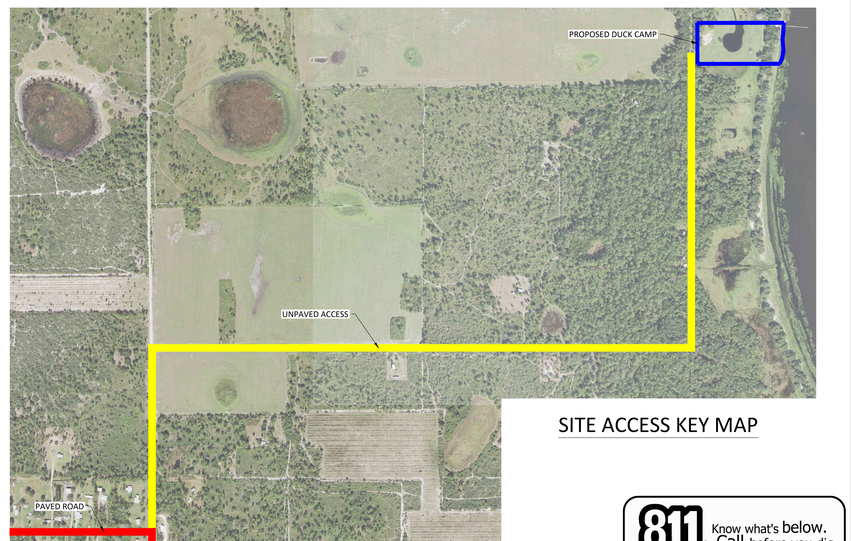


N

0 40 80 FEET

PROPOSED CONDITIONAL USES
- (20) RECREATIONAL VEHICLE OR CABIN SITES WITH WATER, SEPTIC, AND ELECTRICAL SERVICE - (1) 2-BEDROOM GUEST COTTAGE - (1) MAINTENANCE BUILDING - (1) EXISTING GASOLINE TANK WITH DISPENSING PUMP - (1) BOAT TRAILER PARKING AREA - (1) EXISTING 475' PIER ON LAKE KISSIMMEE - (1) BATH HOUSE - (1) KITCHEN/COOK HOUSE - (1) STORAGE SHED/POLE BARN

PROPOSED CAMP SITES
- TENTS - RV PADS - CAMPERS/5TH WHEELS - MINI-CABIN - SHEDS - PREFAB CAMP BUILDINGS - OTHER TEMPORARY AND PERMANENT STRUCTURES AS NEEDED *** ALL PERMANENT CAMP SITES TO BE UNDER 400 SQ FT



SITE ACCESS KEY MAP

811 Know what's below. Call before you dig.

This item has been digitally signed and sealed by the engineer on the date indicated hereon. Printed copies of this document are not considered signed and sealed. Signature must be verified on any electronic copies.

REVISION NO.	DATE	DESCRIPTION

CHARLES R. BROOKER III, P.E.
LICENSE NO. 88615

CLIENT: KDC FOREVER LLC

PROJECT NAME: KISSIMMEE DUCK CAMP

CU MOD PLAN

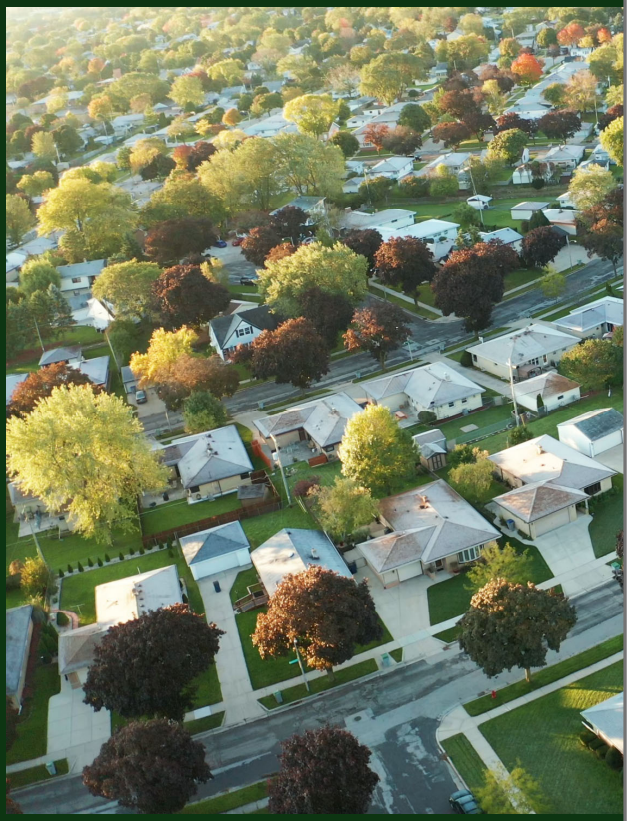
SAM KEEN ROAD, LAKE WALES, FLORIDA 33898

TRADITIONS ENGINEERING

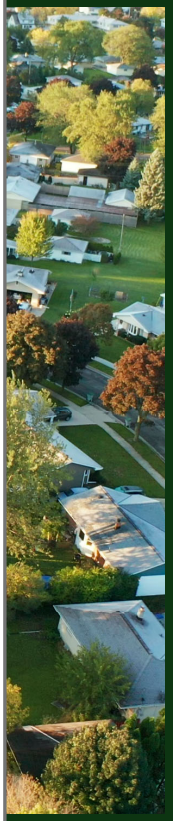
PROJECT NUMBER
23-3

SHEET NUMBER
C-200

2065



This comprehensive Impact Analysis Report addresses all comments and design considerations, ensuring compliance with regulatory standards while maintaining a commitment to responsible and sustainable land development practices.



Impact Analysis Report

Prepared By Traditions Engineering

Charles Brooker P.E.

TRADITIONS ENGINEERING

900 Orchid Springs Dr Unit 100,
Winter Haven, Fl 33884
(863) 397 – 1626
Cbrooker@traditions-eng.com

Impact Analysis

Access to Roads and Highways

Applicant Access Explanation: Access to the subject properties is provided by a private dirt road extending from Sam Keene Road, which is a paved public roadway. The entrance to the dirt road is controlled by a gate located at the intersection with Sam Keene Road. Each property owner served by the dirt road maintains an individual lock on the gate, allowing shared but controlled access to the properties. There are no written road maintenance agreements, recorded maintenance covenants, or formal road maintenance documents that could be identified. However, the road is actively maintained by the benefiting property owners on an as-needed basis. Maintenance activities are performed privately and cooperatively to keep the road passable and functional for regular access. Based on available information and site conditions, the road is currently being maintained and remains accessible. Maintenance appears to be informal but ongoing, with property owners addressing grading, surface repairs, and general upkeep as conditions warrant. The arrangement functions as a shared private access road maintained by the users rather than by a public entity.

1. What is the number of vehicle trips to be generated daily and at the PM peak hour based on the latest Institute of Traffic Engineers (ITE)? Please provide a detailed methodology and calculations.

Applicant Response: **The proposed use is for a weekend duck camp. Vehicle trips will only be generated during duck season and likely only on the weekends. Those weekends when in use will likely generate less than 10 daily trips.**

2. What modifications to the present transportation system will be required because of the proposed development?

Applicant Response: **Access to the site is via an existing private dirt road. Though there are no written agreements on maintenance, the dirt road is maintained by the current users. Due to the very small amount of proposed trips and relative impact, it is expected that no modifications will be required for the private dirt road or County roadways.**

4. What are the proposed methods of access to existing public roads (e.g., direct frontage, intersecting streets, and frontage roads)?

Applicant Response: **Access to the site is via an existing private dirt road system which inevitably connects to Sam Keen Rd.**

Environmental Analysis

1. Discuss the environmental sensitivity of the property and adjacent property in basic terms by identifying any significant features of the site and the surrounding properties.

Applicant Response: **Site is adjacent to Lake Kissimmee. No alterations are proposed that will impact site's natural features.**

2. What are the wetland and floodplain conditions? Discuss the changes to these features which would result from the development of the site.

Applicant Response: **There is an existing Zone AE floodplain and wetlands associated with Lake Kissimmee. No final improvements or impacts are proposed as part of this project.**

3. Discuss location of potable water supplies, private wells, public well fields *(discuss the location, address potential impacts)*, and:

Applicant Response: **Individual camp sites may have private water wells.**

4. Discuss the location of Airport Buffer Zones (if any) *(discuss the location and address, potential impacts).*

Applicant Response: **N/A.**

Utility Supply

1. What is the proposed source of water supply and/or who is the service provider?

Applicant Response: **Private duck camps to utilize private well and septic systems.**

3. What is the proposed source of wastewater supply and/or who is the service provider?

Applicant Response: **Private duck camps to utilize private well and septic systems.**

4. What is the estimated volume of consumption in gallons per day (GPD)? (*Response may be based on Section 703 of the LDC*)

Applicant Response: **Negligible per infrequent usage.**

Infrastructure Impact Information

What is the nearest location (travel distance), provider, capacity or general response time, and estimated demand of the provision for the following services:

1. Parks and Recreation.

Applicant Response: **The site is not within 5 miles of any parks and Recreation facilities.**

2. Educational Facilities (e.g., preschool, elementary, middle school, high school);

Applicant Response: **The site is not within 5 miles of any Educational Facilities.**

3. Health Care (e.g., emergency, hospital);

Applicant Response: **The site is located approximately 15 miles of Advent Health Lake Wales.**

4. Fire Protection;

Applicant Response: **The site is approximately 6 miles from Polk County Fire Station #27.**

5. Police Protection and Security;

Applicant Response: **The subject site is located approximately 17 miles away from Lake Wales Police Station.**

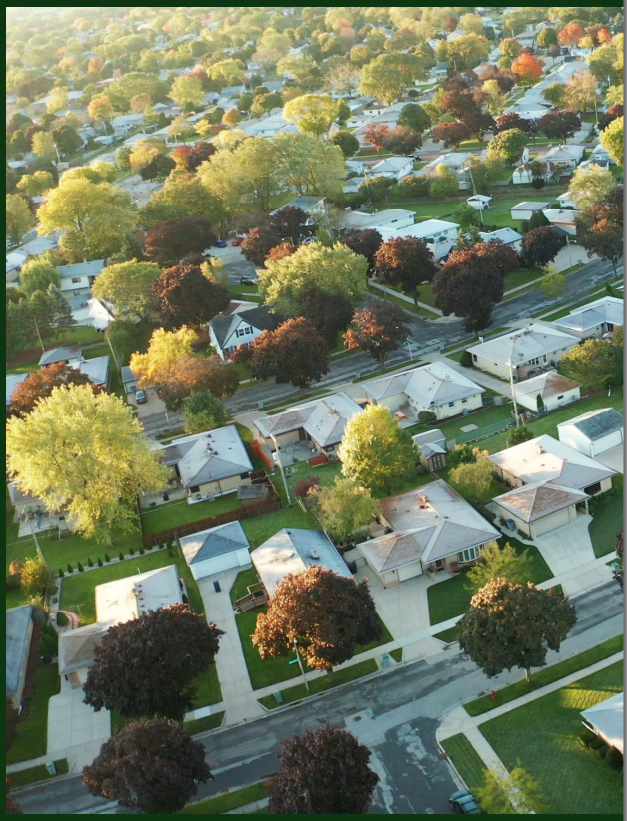
6. Emergency Medical Services (EMS);
Applicant Response: As stated in the "Fire Protection" section.

7. Solid Waste (collection and waste generation);
Applicant Response: The site is not within any solid waste collection servicers.

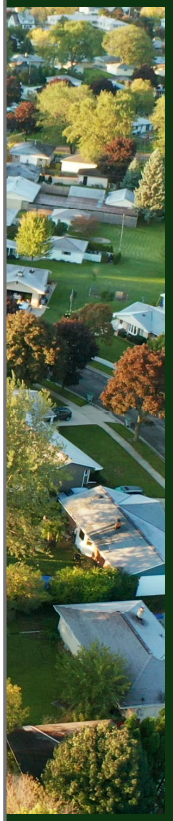
8. How may this request contribute to neighborhood needs?
Applicant Response: This request is for a private duck camp and will only contribute to those who will be utilizing it.

If you have any questions regarding this letter, please call me at (863) 397-1627 or email me at Cbrooker@traditions-eng.com.

Charles "Chad" Brooker, P.E.
Traditions Engineering, LLC



This comprehensive Impact Analysis Report addresses all comments and design considerations, ensuring compliance with regulatory standards while maintaining a commitment to responsible and sustainable land development practices.



Polk County LDC J.1.c. Section 125 Statement Analysis

Prepared By Traditions Engineering

Charles Brooker P.E.

TRADITIONS ENGINEERING

900 Orchid Springs Dr Unit 100,
Winter Haven, Fl 33884
(863) 397 – 1626
Cbrooker@traditions-eng.com

Evaluation Criteria

The Planning Commission shall evaluate the expansion of legal non-conforming use rights with consideration of the following criteria:

1. The degree to which the non-conformity can become more conforming.

Applicant Response: The current configuration reflects long-standing access serving the subject properties. While the access is not paved, it is being actively and routinely maintained by the benefiting property owners to ensure it remains functional and passable. At this time, no expansion or intensification of the use is proposed that would increase the level of non-conformity. The request does not involve extending the road, increasing the number of users, or otherwise modifying the access in a manner that would further deviate from current standards. Under the present proposal, the existing condition of the access remains unchanged and does not increase the degree of non-conformity due to the addition of the small recreational duck hunting camp.

2. The extent of a government's obligation or liabilities including, but not limited to, infrastructure improvement, infrastructure maintenance, and public safety

Applicant Response: The road is privately owned and maintained by the benefiting property owners. There are no known public maintenance agreements or dedication of the roadway to Polk County. Maintenance and any associated improvements are handled privately by the property owners on an as-needed basis to ensure continued access. As the road is not a public facility and has not been dedicated to or accepted by the County, the proposal does not create or expand any governmental obligation for infrastructure improvements, ongoing maintenance, or liability associated with the private access road. Public services would continue to access the properties in the same manner as currently exists. Accordingly, the request does not impose additional infrastructure responsibilities or public safety obligations upon Polk County beyond those already in place.

3. The potential impact that the expansion may pose to neighboring properties

Applicant Response: The current CU request is to better define the allowable uses of the current CU entitlements. The proposed duck camp use is no more intense than the current approved uses and as such would not adversely affect neighboring properties.

4. The extent of the use's longevity (i.e., how long has it been there and how long is it to continue at its location)

Applicant Response: The current property's entitlements are for a fish camp with RV/camp sites. This approval is dated back to 2002 with CU #02-18. The proposed duck hunting camp usage falls in line with the vested rights. It is expected that this type of recreational usage will always be prevalent on the subject property due to its location against Lake Kissimmee.

5. The applicant's future plans for the property relative to the County's plans

Applicant Response: The applicant does not propose any expansion or intensification of use beyond what is currently requested and reviewed. There are no known future development plans that would alter the character or scale of the property in a manner inconsistent with the County's adopted Comprehensive Plan or Land Development Code.

6. The improved development standards or infrastructure that may result from expansion of the use.

Applicant Response: the current request does not propose an expansion or intensification that would require additional infrastructure improvements. Access to the subject properties will continue to be provided by the existing private, non-paved dirt road extending from Sam Keene Road. No extension of the roadway, increase in service area, or modification to its current configuration is proposed. The road will continue to be privately maintained by the benefiting property owners on an as-needed basis. As such, the proposal does not trigger additional development standards or infrastructure improvements beyond what currently exists. The existing access arrangement and maintenance practices will remain unchanged.

If you have any questions regarding this letter, please call me at (863) 397-1627 or email me at Cbrooker@traditions-eng.com

Sincerely,

Charles “Chad” Brooker, P.E.
Traditions Engineering, LLC

Agenda Item O.5. 6/2/2026

SUBJECT

Public Hearing (LDSPD-2025-2 Old Dixie Highway SPD (De Novo Hearing) to consider an appeal to the Planning Commission's decision to approve (6:1) this case on April 1, 2026. (No Fiscal Impact)

DESCRIPTION

This is an appeal to the decision of the Planning Commission that approved (6:1) LDSPD-2025-2 (Old Dixie Highway SPD), a Suburban Planned Development to develop thirty-one single family lots on approximately 20.29 acres. The subject property is located at 1994 Old Dixie Highway, west of the Polk Parkway, east of Delon Court, west of the city of Auburndale in Section 05, Township 28, Range 25.

Section 921.C.3 of the Land Development Code (LDC) requires a De Novo hearing to be held within 60 days of the Planning Commission hearing. The applicant for the De Novo requested an extension to June 2, 2026, which was approved by the Land Development Director.

RECOMMENDATION

Approve

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Ian Nance, Principal Planner

Land Development Division

(863) 534-7621

ivannance@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

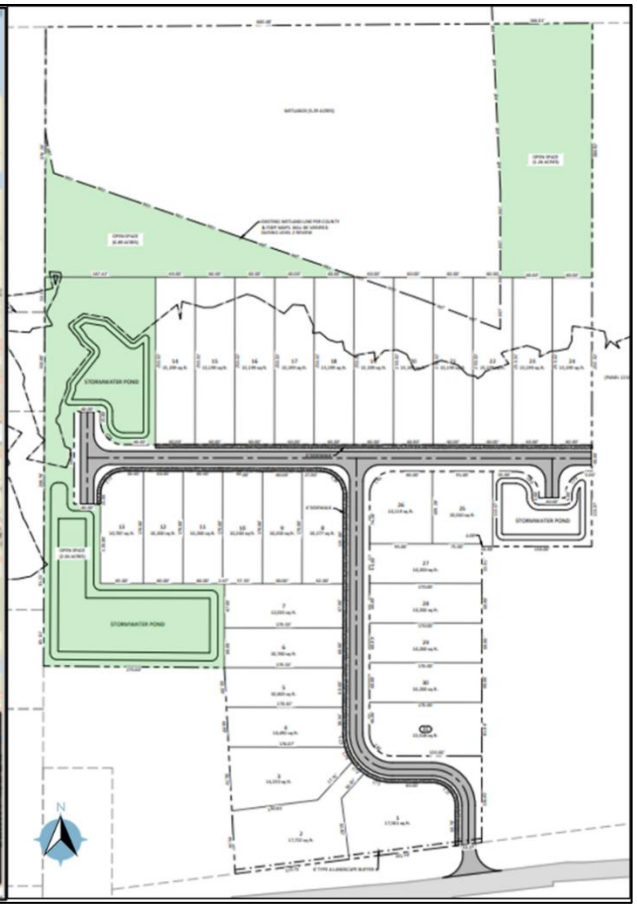
DRC Date:	January 29, 2026	**Level of Review:**	3
PC Date:	April 1, 2026	**Type:**	Suburban Planned Development
BoCC Date:	June 2, 2026 (De Novo)	**Case Number:**	LDSPD-2025-2
		Case Name:	Old Dixie Highway SPD
Applicant:	Charles Brooker, Traditions Engineering	**Case Planner:**	Ian Nance Aleya Inglima

Request:	The applicant is requesting a Suburban Planned Development to develop thirty-one single family lots on approximately 20.29 acres.
Location:	The subject property is located at 1994 Old Dixie Highway, west of the Polk Parkway, east of Delon Court, west of the city of Auburndale in Section 05, Township 28, Range 25.
Property Owners:	HB & CT LLC
Parcel Number:	252805-000000-043010; 252805-000000-043050; 252805-000000-043060 (+/- 20.29 acres)
Future Land Use:	Residential Suburban (RS), Residential Medium-X (RMX), I-4 SAP
Development Area:	Suburban Development Area (SDA) & Transit Supportive Development Area (TSDA)
Nearest Municipality:	City of Auburndale
DRC Recommendation:	Conditional Approval
Planning Commission Vote:	6-1 Approve

Site Location



Site Plan



Summary of Analysis:

****On April 1, 2026, the Planning Commission voted 6-1 to approve this application. It was subsequently appealed by a member of the public.****

The applicant is requesting approval of a Suburban Planned Development (SPD) to develop thirty-one single family lots on approximately 20.29 acres within a Residential Suburban (RS) land use district. According to Land Development Code (LDC) Table 2.1, SPDs require Level 3 Reviews in RS and can reach up to 3 DU/AC by meeting locational criteria benchmarks found in LDC Section 303. Of the total property, an estimated 15 acres are upland with the balance of wetlands located to the northern end of the site. With calculations based on the upland acreage, the proposed density is 2.07 DU/AC. The minimum lot size is 10,010 sq. ft. (+/- 0.23 acres), though the majority of lots will exceed this. Standard lot widths are 60 feet. Setbacks will meet RS standards (10' sides; 15' rear; 25' garage). A small portion of the site is within Residential Medium and the Transit Supportive Development Area in the I-4 Selected Area Plan (SAP), but this has no practical bearing on the requested SPD.

The surrounding uses are single-family homes on varying lot sizes and unit types, many of which were developed prior to the adoption of the Comprehensive Code and LDC. Though single-family uses are considered compatible with one another, disparate densities are evident. The applicant has used open space and stormwater ponds to mitigate the impact on neighboring properties. Additionally, landscaping will be planted along the eastern and western property lines, as well as along the frontage of Old Dixie Highway. Lot trees, shielded lighting, and sidewalks – both external and internal to the site – will be required. Open space and recreation area standards are met (min. 20% of upland acreage).

Though well-located in relation to the Polk Parkway, Tenoroc High School, parks, utilities, and higher density land use districts - and the project exceeds the locational points required by the LDC to reach the requested density - the practical development potential of this site is limited by wetlands and flood zones, access, and current unavailability of centralized wastewater within this region of Auburndale's utility service area. The proposed lots will connect to municipal water but utilize individual septic tanks. As a note, wastewater connection is not required in the Suburban Development Area (SDA). A flood study and wetland delineation will be required during the Level 2 Review process.

Access to the site is from Old Dixie Highway, a Rural Major Collector roadway, and will result in future homeowners traveling eastbound to make a U-Turn into the subdivision, as this roadway splits in front of the site into two lanes with an undivided median that prevents a left-hand turn into the property. This roadway configuration is to provide access to the Polk Parkway. The amount of traffic produced by the project will require a Minor Traffic Study and minimal roadway or intersection improvements.

Given these limitations, the requested number of lots is likely the maximum this site will support without upgrades to capacity within the city's wastewater infrastructure and the roadway to accommodate new turn lanes or an improved intersection, which is unlikely given the proximity to the Polk Parkway. The final wetland delineation could have an impact on the final number of lots that can be derived from this property. The applicant has addressed compatibility measures as provided by the Comprehensive Plan and Land Development Code where adjacent to different degrees of intensity; the surrounding uses are single-family residential; and the application meets

relevant standards for SPDs. Staff recommends approval, finding the request compatible with surrounding uses and consistent with the LDC and Comprehensive Plan.

Findings of Fact

- *LDSPD-2025-2 is a Suburban Planned Development (SPD) to develop thirty-one single family lots on Parcel No. 252805-000000-043010, 252805-000000-043050, and 252805-000000-043060 (+/- 20.29 acres) within a Residential Suburban (RS) land use district in the Suburban Development Area (SDA). Upland acreage is approximately 15 acres with a density of 2.07 DU/AC.*

- *Section 204.A.3 of the LDC states, "The purpose of the RS district is to provide areas for suburban-density residential development to promote the proper transition of land from rural to urban uses. The RS district permits single-family dwelling units, family care homes, agricultural support uses, and community facilities."*

- *According to Comprehensive Plan Policy 2.106-A1, "SDAs shall be those areas within the County which are, in most cases, located between municipalities, TSDA or UGA and the Rural Development Areas (RDAs). In the SDA, agricultural activities coexist alongside low density developed areas in the fringes of municipalities and other urban centers. These areas have developed predominately residential, in a suburban pattern with County-owned, municipal or County-franchised potable-water systems, but without centralized sewer facilities and very little, if any, supporting public facilities and non-residential uses. Other urban services typically found to accompany a suburban area include, but are not limited to multimodal transportation facilities, public safety, recreational and educational services."*

- *Per LDC Section 303, SPDs may contain single-family detached and duplex units at a gross density of up to, and including, three dwelling units per acre based upon a Locational Eligibility Score as determined by Tables 3.3 and 3.4 under Planned Developments. SPDs must meet conditional use criteria provided for Planned Developments within this Section.*

- *Table 3.4 SPD, Density Conversion Table of the LDC, states that 24 points can achieve a density up to 2.5 (DU/AC).*

- *According to LDC Table 2.2, Minimum lot sizes in RS are five acres. The proposed minimum lot size is 10,010 sq. ft. (+/- 0.23 acres). Standard lot widths are 60 feet.*

- *The proposed development will meet RS setback standards as follows: Minimum principal structure setbacks will be ten (10) feet from the sides and fifteen (15) feet from the rear. Minimum accessory structure setbacks will be five (5) feet from the sides and ten (10) feet at the rear. Front yard setback will be 20 feet from the right of way and 40 feet from centerline. Garage setbacks are twenty-five (25) feet.*

- *According to Table 2.1 of the LDC, "Suburban Planned Development" is a "C3" conditional use in RS land use districts requiring a Level 3 Review from Polk County's Development Review Committee and a public hearing before the Planning Commission.*

- *Direct ingress/egress to the development is proposed from Old Dixie Highway. Old Dixie Highway (Road Number 12590) is an Rural Major Collector roadway with a paved surface width of 20 feet.*

- *Fire and EMS Response is from Polk County Fire Rescue Station 16, located at 310 3rd Street, Auburndale.*

- *The subject property is served by the Polk County Sheriff's Southwest District, located at 4120 US 98 South, Lakeland.*

- *The development is zoned for Lena Vista Elementary, Jere L. Stambaugh Middle, and Tenoroc High..*

- *The site is within the city of Auburndale's utility service area.*

- *The subject parcel is not located within one of the County's Wellhead-Protection Areas.*

- *The property is composed of Pomona Sand, Kaliga Muck, and Zolfo fine sand.*

- *The property has Flood Hazard "A" zone and wetlands. The site is within the Saddle Creek Basin.*

- *According to the Florida Natural Areas Inventory Biodiversity Matrix, the site is not located within a one-mile radius of endangered species.*

- *This site is not located within the Florida Wildlife Corridor or listed as an existing natural area within the Polk Green District Map.*

- *According to a preliminary report from the Secretary of State's Department of Historical Resources Florida Master Site File, no archaeological sites are found within the parcel boundaries.*

- *There are no Citrus Connection mass transit stops located nearby.*

- *The site is not within an Airport Impact District.*

- *The Comprehensive Plan defines Compatibility in Section 4.400 as "A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."*

- *This request has been reviewed for consistency with Sections 303 and 906 of the LDC.*

- *This request has been reviewed for consistency with Section 2.102 GROWTH MANAGEMENT; SECTION 2.106 SUBURBAN DEVELOPMENT AREA (SDA) AND POLICY 2.203-A2 HOUSING ELEMENT of the Comprehensive Plan.*

Development Review Committee Recommendation: Based on the information provided by the applicant, recent site visits, the findings of fact, and the analysis conducted within this staff report, the Development Review Committee (DRC) finds that with the proposed conditions the request **IS COMPATIBLE** with the surrounding land uses and general character of the area and **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code. Therefore, the DRC recommends **APPROVAL of LDSPD-2025-2.**

CONDITIONS OF APPROVAL

Based upon the findings of fact, the DRC recommends APPROVAL of LDSPD-2025-2 with the following Conditions:

1. LDSPD-2025-2 is approved for thirty-one single family lots on Parcel # 252805-000000-043010, 252805-000000-043050, and 252805-000000-043060 as indicated in the site plan and staff report. [PLG]

2. The site plan included herein together with the conditions of approval shall be considered the "Binding Site Plan." Any modifications to LDSPD-2025-2, except for those listed in Section 906.E of the LDC, shall constitute a Major Modification to this approval and require a Level 3 Review before the Planning Commission. [PLG]

3. The open space shown on the site plan is binding. Open space and recreation requirements may be reduced through a minor modification commensurate with a reduction in the number of lots. All open space requirements from LDC Section 303 and 750 remain in effect. [PLG]

4. Minimum principal structure setbacks shall be ten (10) feet from the sides and fifteen (15) feet from the rear. Minimum accessory structure setbacks shall be five (5) feet from the sides and ten (10) feet at the rear. Front yard setback shall be 20 feet from the right of way and 40 feet from centerline. Garage setbacks are twenty feet (25) feet. [PLG]

GENERAL NOTES

NOTE: This staff report was prepared without the benefit of testimony and evidence submitted by the public and other parties at a public hearing.

NOTE: Approval of this request shall not constitute a waiver or variance from any applicable development requirement unless specifically noted in the conditions of approval and consistent with the LDC.

NOTE: All written comments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding upon the applicant, provided such comments are not at variance with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.

NOTE: Approval of this request is only for Level 3 Review and only for those development decisions within the Planning Commissioners' jurisdiction. A Level 2 Review (engineered plans) will be required reflecting the standard conditions listed in Section 303 of the Land Development Code and the development standards listed in Chapter 7 of the Land Development Code. Upon completion of the Level 2 Process, building permits will be required for all structures in accordance with Chapter 553 of the Florida Statutes.

NOTE: Issuance of a development permit by the county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Surrounding Land Use Designations and Current Land Use Activity

The following table provides a reference point for notable and pertinent Future Land Use Map districts and existing land uses upon them.

Table 1

Northwest: Single family homes Residential Suburban (RS)	**North:** Vacant Agriculture/Residential Rural (A/RR)	**Northeast:** Vacant Residential Medium-X (RMX)
West: Single family homes Residential Suburban (RS)	**Subject Property:** Multiple Residential structures Residential Suburban (RS)	**East:** Single Family homes Residential Medium-X (RMX)
Southwest: Single family homes Residential Suburban (RS)	**South:** Single Family homes Residential Suburban (RS)	**Southeast:** Single Family homes Residential Medium-X (RMX)

Source: Polk County Geographical Information System and site visit by County staff

This property is in a transition area between Residential Medium land use districts surrounding the Polk Parkway and Auburndale to the east, and less-intense residential development to the west that was created prior to the adoption of the Comprehensive Plan and LDC, some before the adoption of any zoning ordinances. The opening of the Polk Parkway has spurred development along its corridor, mostly within the city, but this interchange with Old Dixie Highway continues to be limited by natural features, existing residential development, and the state ownership of the former mining area.

Compatibility with the Surrounding Land Uses and Infrastructure:

The Comprehensive Plan defines Compatibility in Section 4.400 as "A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion."

Planning staff analyzes a site plan for compatibility by reviewing several factors: the type and intensity of adjacent uses versus the proposed use; how the proposed development interacts with the surrounding area in relation with existing uses; access to roads and where traffic generated from the site will travel; the proximity to retail, employment, emergency services, mass transit, parks, and other public services; and how the applicant addresses possible incompatibilities that might arise from the proposed use by utilizing mitigating strategies found in the Comprehensive Plan or through Conditions of Approval agreed upon by the applicant and staff.

A. Land Uses:

The applicant is requesting approval of a Suburban Planned Development (SPD) to develop thirty-one single family lots on approximately 20.29 acres within a Residential Suburban (RS) land use district. According to Land Development Code (LDC) Table 2.1, SPDs require Level 3 Reviews in RS and can attain 3 DU/AC by meeting locational criteria benchmarks found in LDC Section 303. Of the total property, an estimated 15 acres are upland with the balance of wetlands located to the northern end of the site. With calculations based on the upland acreage, the proposed density is 2.07 DU/AC. The minimum lot size is 10,010 sq. ft. (+/- 0.23 acres), though the majority of lots will exceed this. Standard lot widths are 60 feet. Setbacks will meet RS standards (10' sides; 15' rear; 25' garage). A portion of the site (approximately three acres) is within Residential Medium and the Transit Supportive Development Area in the I-4 Selected Area Plan (SAP), but this has no

bearing on the evaluation of this application as an SPD since most of the project area is within the RS. This area will consist mostly of open space, stormwater retention, and two proposed lots.

Though surrounded by single-family uses which are considered compatible with one another, disparate densities are evident. Comprehensive Plan POLICY 2.102-A2 states, "Land shall be developed so that adjacent uses are compatible with each other" and provides three options to ameliorate incompatibilities.

The tools for accomplishing higher standards of compatibility, as outlined in the Comprehensive Plan, are as follows:

- Buffering
- Limiting Scale & Intensity
- Transition using innovative techniques

The applicant has clustered the lots south of the wetlands and has used open space and stormwater ponds to mitigate and buffer the impact on neighboring properties. Ponds intended for Open Sapce and recreation must be curvilinear and planted with a modified Type "C" landscaping buffer. Additionally, landscaping will be planted along the eastern and western property lines, as well as along the frontage of Old Dixie Highway. Property to the east is within the Residential Medium-X (RMX) future land use district within the I-4 Selected Area Plan. Densities here can reach 7-10 DU/AC, if the property owner chose to redevelop this site.

Within the project area, lot trees, shielded lighting, and sidewalks – both along Old Dixie Highway and internal to the site – will be required. Open space requirements are shown to be met (min. 20% of upland acreage) to include passive recreation opportunities, connecting to the internal sidewalks. The site will have direct access to Old Dixie Highway and will not cause traffic to pass through nearby local residential roads.

B. Timing & Infrastructure

POLICY 2.102-A1 of the Comprehensive Plan states, "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."

Given Auburndale's utilities in the area, proximity to the Polk Parkway and the city, and Tenoroc High School, this site is nominally within the SDA and RS. These designations speak more to the existing surrounding, un-platted residential lots and were mapped prior to the extension of wastewater to the school. With this infrastructure, a Residential Low designation within the Urban Growth Area (UGA) or Transit Supportive Development Area (TSDA) is more appropriate.

This speaks to the appropriate timing of this development. The provision of wastewater could increase the density onsite; however, access and physical features such as access and the need to accommodate flood zones and wetlands limit development potential. To reach the proposed density (2.07 DU/AC), a Locational Eligibility Score of 22 points is required by LDC Section 303. The application shows this site could attain 25 points based on location near arterial and collector roadways; availability of a potable water line; proximity to emergency medical care and schools;

proximity to commercial districts, employment opportunities, and parks; and its location within an open basin with a positive outfall. This will be reviewed again at the time of the Level 2 Review.

Nearest Elementary, Middle, and High School

According to information from the Polk County School Board's website, the zoned schools are Lena Vista Elementary (±1.6 miles), Jere L. Stambaugh Middle (±3.7 miles), and Tenoroc High (±1.0 miles). These zoned schools have the capacity to accommodate the proposed development.

Table 2, to follow, illustrates the driving distances from the site to the zoned schools, in addition to the annual estimated student demand generated by 31 single-family homes and available capacity for each school based on the 2025-2026 utilization projections.

Table 2

Name of School	Annual Estimated Demand	% Capacity 2025-2026 School Year	Average driving distance from subject site
Lena Vista Elementary	6 students	79%	±1.6 miles
Jere L. Stambaugh Middle	3 students	85%	±3.7 miles
Tenoroc High	4 students	62%	±1.0 miles

Source: Polk County School Board, GIS, Google Maps

Nearest Sheriff, Fire, and EMS Station

Polk County Fire Rescue provides Advanced Life Support transport to all residents and visitors of Polk County. It also provides fire suppression, rescue services, and fire prevention services to unincorporated Polk County and the municipalities of Eagle Lake, Polk City, Mulberry, Lake Hamilton, and Hillcrest Heights. Emergency response is considered effective if response times are within eight (8) minutes in rural and suburban areas and 13 minutes in urban areas.

Fire Response is from Auburndale Fire Department, located at 310 3rd St, Auburndale. This is located approximately 3.3 miles from the subject site with a response time of nine (9) minutes. Auburndale is under an automatic aid interlocal agreement. EMS Response is from Polk County Fire Rescue Station 16, located at 310 3rd Street, Auburndale. This is located approximately 5.3 from the subject site with a response time of eleven (11) minutes.

This property is served by the Polk County Sheriff's Office's Southwest District substation, located at 4120 US 98 S, Lakeland. The response times for the Central District for March 2026 were: Priority 1 – 9:56 & Priority 2 – 23:35. Priority 1 Calls are considered to be true emergencies, in-progress burglary, robbery, injuries, etc. Priority 2 Calls refer to events that have already occurred, such as a burglary that occurred while the homeowner was on vacation and had just been discovered. Sheriff's response times are not as much a function of the distance to the nearest Sheriff's substation but more a function of the overall number of patrol officers within the County.

The PCSO improves response times, especially for Priority 1 Calls, by employing new technologies such as Emergency 1 Dispatch (E1D) and Live911. E1D is a program designed to alert deputies at the earliest possible moment of a call for service that is being classified as a true emergency. E1D alert notifications are sent to deputies via their agency-issued smart phones as text messages, alerting deputies of the call type and address of the emergency. Similarly, Live911 technology allows deputies to hear emergency calls in real-time as the dispatcher is receiving the

information. Both E1D and Live911 enable deputies to self-dispatch to these in-progress, high-risk incidents as dispatchers collect additional information about the call, thus reducing our response time to emergency situations.

Patrol staff in each district also monitors the response times for their areas and tries to manage their shifts according to manpower, hotspots, traffic obstructions/construction sites, etc. Areas that are more spread out tend to have slightly longer response times because of the vast land mass of their district and time of travel. Since patrol deputies are not sitting in the office waiting on a call, it is easier for patrol staff to assign them to certain sectors or beats based on areas with higher call volume to reduce response time; however, this cannot be predicted precisely.

Table 3

	Name of Station	Distance	Response Time*
Sheriff	PCSO Southwest District Substation 4120 US 98 S, Lakeland	±7 miles	P1: 9:56 P2: 23:35
Fire & EMS	Fire: Auburndale Fire Department 100 Ariana Ave, Auburndale EMS: Polk County Fire Station 16 310 3rd St, Auburndale	±3.3 miles ±5.3 miles	9 minutes 11 minutes

*Source: Polk County Sheriff's Office and Public Safety *Response times are based from when the station receives the call, not from when the call is made to 911.*

Water and Wastewater Demand and Capacity:

A. Estimated Demand:

Table 4, to follow, provides generalized estimates of the anticipated water and wastewater demands. Assuming other development standards could be met, the maximum density for SPDs in Residential Suburban land use districts is 3 DU/AC.

Table 4

Subject Property		
±20.29 acres – RS (1 DU/ 5AC) ±15 acres upland ±5.29 acres wetlands	**Maximum Permitted (SPD) (3 DU/AC + 1 Wetland Transfer)**	**Proposed Plan (2.07 DU/AC)**
Permitted Intensity	46 Single Family Home	31 Single Family Homes
Potable Water Consumption	16,560 GPD	11,160 GPD
Wastewater	12,420 GPD	8,370 GPD

B. Available Capacity:

The site will be using the City of Auburndale for utilities. Potable water will be provided by the city. The applicant will need to demonstrate capacity at Level 2 Review. Wastewater lines are present, but the applicant is not required to connect in the SDA. The development will utilize septic tanks for each of the lots. Given the endemic soils, future lots will likely require mounded septic tanks.

C. Planned Improvements:

Polk County Utilities has no potable water or wastewater infrastructure in this area as this is in the city of Auburndale's utility service area and is within connection distance to wastewater and potable water lines. Any line extensions, infrastructure upgrades, and/or lift station installations are all upon the cost of the developer.

Roadways/ Transportation Network

The Polk County Transportation Planning Organization (TPO) monitors traffic congestion on over 425 roadway segments (950 directional links). The Roadway Network Database contains current traffic data for all arterial and collector roads and includes information on the current traffic volume and level-of-service for these major roads. The report identifies both daily and peak hour traffic volumes. Daily traffic volumes are reported in Annual Average Daily Traffic (AADT) – the typical traffic volume on a weekday over a 24-hour period. Peak hour traffic represents the highest hourly traffic volume for period between 4 – 7 p.m. It is reported as both a two-way volume and as directional volumes (east and west or north and south).

The peak hour traffic volumes are used to estimate the level-of-service for each roadway, in each direction. Level-of-service refers to the quality of traffic flow. It is the primary measure of traffic congestion. Level-of-service (LOS) is measured on a scale of 'A' to 'F' with LOS 'A' being the best (free-flow traffic) and LOS 'F' being the worst (severe traffic congestion).

A. Estimated Demand:

Single family housing generates 7.81 Average Annual Daily Trips (AADT) and 1.00 Peak PM Hour Trips per unit (ITE Code 210). The proposed thirty-one single family homes will equate to 242 AADT and 31 PM Trips (ITE Code 210). Table 5 shows the traffic that is projected for the proposed thirty-one single family homes versus what the maximum could be with a Planned Development, according to LDC Section 303.

Table 5

Subject Property		
±20.29 acres – RS (1 DU/ 5AC) ±15 acres upland ±5.29 acres wetlands	**Maximum Permitted (SPD) (3 DU/AC +1 DU Wetland Transfer)**	**Proposed Plan (2.07 DU/AC)**
Permitted Intensity	46 Single-Family Homes	31 Single-Family Homes
Average Annual Daily Trips (AADT)	359	242
PM Peak Hour Trips	46	31

Generally, there will be 11 vehicles exiting the site during the peak hours and 20 entering. The addition of thirty-one single family homes to the subject site will require a Minor Traffic Study during the Level 2 Review process because the AADT is estimated to be more than 50 trips, but less than 750.

B. Available Capacity:

There is currently adequate capacity to serve the proposed development. Table 6, to follow, displays the generalized capacity on the adjacent transportation links. Direct ingress/egress is from Old Dixie Highway.

Table 6

Link #	Road Name	Current Level of Service (LOS)	Available PM Peak Hour Capacity	Minimum LOS Standard
4050E	CR 546 (Saddle Creek Rd/Old Dixie Hwy) From Combee Road to Lake Ariana Blvd.	B	727	D
4050W	CR 546 (Saddle Creek Rd/Old Dixie Hwy) From Lake Ariana Blvd. to Combee Road	B	746	D

Peak PM Trips are those that will be entering the roadways during a two-hour span during the evening when traffic is generally considered the most intense. These roadways have the capacity to assimilate all the peak hour traffic generation from this project and not fall below the Level of Service standard set by the Board.

C. Roadway Conditions:

The subject property has access on Old Dixie Highway near the point where the roadway transitions from two westbound lanes to one. Old Dixie Highway is a County-maintained Rural Major Collector roadway. Given the projected amount of traffic, a Type I intersection will be required by LDC Section 705.C. Coordination with the County Engineer during the Level 2 Review will determine what roadway improvements are required for this development, if any. Eastbound traffic into the development will need to make a U-Turn into the subdivision, as this roadway splits in front of the site into two lanes with an undivided median that prevents a left-hand turn into the property. This roadway configuration is to provide access to the Polk Parkway. The amount of traffic produced by the project will require a Minor Traffic Study and minimal roadway or intersection improvements.

D. Sidewalk Network

Sidewalks will be required along the frontage and internal on both sides of the road. The closest sidewalk existing near the development is at the intersection of Saddle Creek Road and Old Dixie Highway half a mile away.

E. Planned Improvements:

This proposed development will not depend upon any upcoming transportation system improvements, and none are currently found in the area.

F. Mass Transit

The site has no Citrus Connection transit routes nearby.

Park Facilities and Environmental Lands:

Parks, environmental lands, and multi-use trails are located within a reasonable distance of the property.

A. Location:

Saddle Creek Park is southwest of the subject site. The Lake Myrtle Sports Park is approximately three miles to the northeast and is a shared effort between Polk County and the city of Auburndale. Midway Gardens is a small neighborhood park owned by the County located to the west of the project site.

B. Services:

Saddle Creek Park features a playground, picnic tables and picnic shelters, softball field, walking trails and a gun range. In addition, it also offers a campground with water, electricity and restrooms, there are also boat launch sites and bank/pier fishing. This park is owned by Polk County.

The Lake Myrtle Sports Park is a multi-purpose sports complex consisting of nine collegiate-size baseball fields, and 11 lighted soccer fields. Midway Gardens has a baseball field, basketball court, tot lot, and pavilions. Saddle Creek Park offers camping, hiking, fishing, boating, and shooting opportunities.

C. Multi-use Trails:

The TECO-Auburndale Trail is located approximately two (2) miles to the east. An unpaved hiking trail managed by the Florida Department of Environmental Protection winds through Saddle Creek Park and Tenoroc State Reserve to the west of the subject site.

D. Environmental Lands:

Environmental and conservation lands of Saddle Creek are near the subject site. Saddle Creek Park is a 740-acre park located between Winter Haven and Lakeland in Polk County, Florida. It is on the site of three main lakes and other abandoned phosphate pits, providing a large area of fishable shoreline.

Tenoroc Public Use Area is located to the west of the subject site. Tenoroc is reclaimed phosphate mining land, consisting of a series of lakes managed primarily for recreational fishing. Other recreational activities include birdwatching, shooting sports, equestrian trail riding, picnicking, hunting, and primitive camping. It is owned by the State of Florida's Trustees of the Internal Improvement Trust Fund and managed by the Florida Department of Environmental Protection and the Florida Fish & Wildlife Conservation Commission.

E. Planned Improvements:

There is no further recreation improvements scheduled for this area by the County in the five-year Capital Investment Plan.

Environmental Conditions

The Polk County Comprehensive Plan has a Conservation Element. Division 2.300 of the Comprehensive Plan states, "The goal, objectives, and policies of the Conservation Element are designed to protect the natural resources which make Polk County a special place while preventing degradation of the environment and allowing development and economic expansion to occur."

A. Surface Water:

There are manmade surface water ponds north on the subject property. This area of development will remain undisturbed.

The site is within the Saddle Creek Basin. According to the Polk County Water Atlas, this watershed spans 146.2 square miles, contains 79 named lakes/ponds, and seven named rivers/streams/canals. As of 2020, 160,286 residents live within this drainage.

B. Wetlands/Floodplains:

Of the total 20.29 acres within the project area, 15 acres are upland while the other 5.29 acres to the north are wetlands, though this remains generalized information. A wetland delineation will be required prior to a Level 2 Review approval. Impacts to the wetlands are not anticipated, as homes and lots will remain within the uplands. In the event wetlands intrude into the planned residential lots, a reduced lot count will be required. Upland buffers that average 25 feet in width will be required around mapped wetlands.

All development must adhere to LDC Section 620. Wetlands can only be impacted in limited scenarios. Access to the site and internal traffic circulation, where other alternatives do not exist, or for purposes of public safety, are permitted when properly mitigated with the agency having jurisdiction. Utility transmission and collection lines are also allowed as are pre-treatment stormwater management facilities.

A Type "A" flood hazard zone is in approximately the same area as the wetlands. This is an area with no determined Base Flood Elevation. Section 630.L.3 of the LDC states, "All new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or five acres, whichever is the lesser, are required to provide base flood and floodway data, developed through a FEMA accepted methodology. The current applicable FEMA publications shall be used as a guide. The results of this study shall be submitted to FEMA with all applicable fees and additional information requested. The applicant shall submit as-built certification information in support of a Letter of Map Revision (LOMR) upon completion of every significant phase of construction." Any impacts to the flood zone will require "cup-for-cup" onsite compensation.

C. Soils:

The property is composed mostly of Pomona Sand soils which provide some limitations for drainage. Pomona has a high-water table within 12 inches of the surface, according to the USDA soil conservation service. None of these soils are ideal for septic absorption. Mounded septic and advanced treatment systems will likely be required.

Furthermore, these soils present moderate to severe challenges to construction of any dwellings. However, these challenges can be manipulated and mitigated through a sound lot grading plan. All future development is required by the LDC to implement best management practices for erosion-control, and the soils are not of such that would limit compliance with applicable regulations for the proposed use.

Table 7, below, indicates the limitations of each soil type within the developable area.

Table 7

Soil Name	Septic Tank Absorption Field Limitations	Limitations to Dwellings w/o Basements	% of Site *(approximate)*
Pomona fine sand	Severe: wetness	Severe: wetness	65.5%
Kaliga muck	Severe: subsides, ponding	Severe: subsides, ponding	26.0%
Zolfo fine sand	Severe: wetness	Moderate: wetness	8.5%

Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service

The subject property is generally level with a slight slope from 127-126 feet to 123-124 feet above sea level at the northern end of the property where the wetlands and flood areas are located.

D. Protected Species

According to the Florida Natural Area Inventory (FNAI) Biodiversity Matrix, this site is not within one mile of a documented endangered species sighting.

This site is not located within the Florida Wildlife Corridor or listed as an existing natural area within the Polk Green District Map. No conservation easements are located adjacent to the subject site, according to the Polk County Property Appraiser.

The Polk Green District overlay was established to guide planning for, and the acquisition or conservation of, an interconnected network of open spaces, natural areas and agricultural lands.

The overlay provides a framework for land use policies and community investments that provide:

a. protection of natural resources and wildlife habitat;
b. habitat corridors through linked open spaces;
c. protection of historic and cultural resources;
d. recreational opportunities;
e. community health benefits;
f. economic development opportunities; and
g. multi-use trails connecting population centers to natural areas.

The Florida Wildlife Corridor is a statewide network of nearly 18 million acres of connected lands and waters supporting wildlife and people. It is not incorporated in the Comprehensive Plan or LDC at this time.

E. Archeological Resources:

The property has no recorded archaeological resources or historical sites, according to the Florida Department of State's Division of Historical Resources.

F. Wells (Public/Private)

The property is not located within the Wellfield Protection District.

G. Airports:

The proposed SPD is not within any Airport Impact District.

Economic Factors:

New home development has lagged in this area in comparison to other unincorporated neighborhoods around Lakeland and Auburndale. The establishment of Tenoroc High School and extension of water and wastewater utilities would normally be a boon; however, the development potential off CR 546 and Saddle Creek Road is limited by previous development and natural features. The state owns a large swath of land for preservation purposes which limits expansion to the west. Prevalent wetlands and floodplains prohibit development on other parcels. Intensifying existing development to take advantage of the investment in public infrastructure will likely arrive similar to this project – properties ranging 5-20 acres increasing densities to RL levels.

For Tenoroc High School, development would be a slight shot-in-the-arm. The school is relatively new and lacks the sense of community older Polk County high schools rely on for sports, booster and sponsorship activities, and various clubs. This development will not completely change that phenomenon but would be positive change for this institution. The location of the site near the Polk Parkway will be attractive to commuters as well as those who will be working in this area as the corridor on either side of the Parkway develops with manufacturing, warehousing, education, and research and technology uses.

During the construction of housing, the local economy benefits from the funds spent on material and labor. The effect is three-fold: jobs created and supported by the construction; jobs supported by spending locally earned wages; and jobs supported by households occupying new homes. The close proximity to nature preserves as well as the amount of open space this project affords softens the lack of this amenity. Finally, adding a variety of housing options and lot sizes to an area helps maintain economic stability, especially in a place such as Polk County that is reliant on commuters to nearby Tampa and Orlando.

Consistency with the Comprehensive Plan:

This project is consistent with the Comprehensive Plan. Table 8, to follow, outlines the pertinent Compressive Plan policies.

Table 8

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.102-A2: COMPATIBILITY - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.	The proposed development is compatible with neighboring properties. The proposed development is located near Tenoroc High. The dominant surrounding use is single-family homes. Single family homes are interspersed east and west of the property.
POLICY 2.102-A1: DEVELOPMENT LOCATION – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing Communities.	The site is in an area planned for suburban development. There are no floodplains or wetlands expected to be impacted as part of this development.
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.	Services are available such as parks and schools for the subject site. The proposal is along Old Dixie Highway.
POLICY 2.102-A4: TIMING - The development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.	The site is located within an area that has capacity with potable water, traffic, and public schools. Emergency services are within a reasonable time and distance.
POLICY 2.102-A15: ADEQUATE PUBLIC FACILITIES - The County will direct new growth to areas where adequate public facilities exist or are planned; and ensure that essential services are in place to provide for efficient, cost effective response times from the Fire Department, Sheriff's Department, and Emergency Management Service (EMS).	The subject property is located within an area of the County that has adequate public safety services as identified in the staff report.

Consistency with the LDC:

This request is consistent with the LDC, as detailed within this staff report. The BoCC, in the review of development plans, shall consider the following factors listed in Table 9 in accordance with Section 907.D.6 of the Land Development Code.

Table 9

The BoCC, in the review of development plans, shall consider the following factors in accordance with Section 907.D.6 of the LDC:	
Whether the proposed development is consistent with all relevant requirements of this Code;	*Yes, this request is consistent with The LDC, specifically Sections 906.D and 303.*
Whether the proposed development is consistent with all applicable policies of the Comprehensive Plan;	*Yes, this development is consistent with the Comprehensive Plan because it meets the density requirements in RS and the SDA.*
Whether the proposed use is compatible with surrounding uses and the general character of the area, including such factors as density, height, bulk, scale, intensity, traffic, noise, and appearance; and	*Yes, the request is compatible with surrounding uses and the general character of the area, as demonstrated within the staff report.*
Any other matter which the BoCC may deem appropriate and relevant to the specific development proposal.	*The request is capable of meeting concurrency requirements in the timeframe in which it will be constructed.*

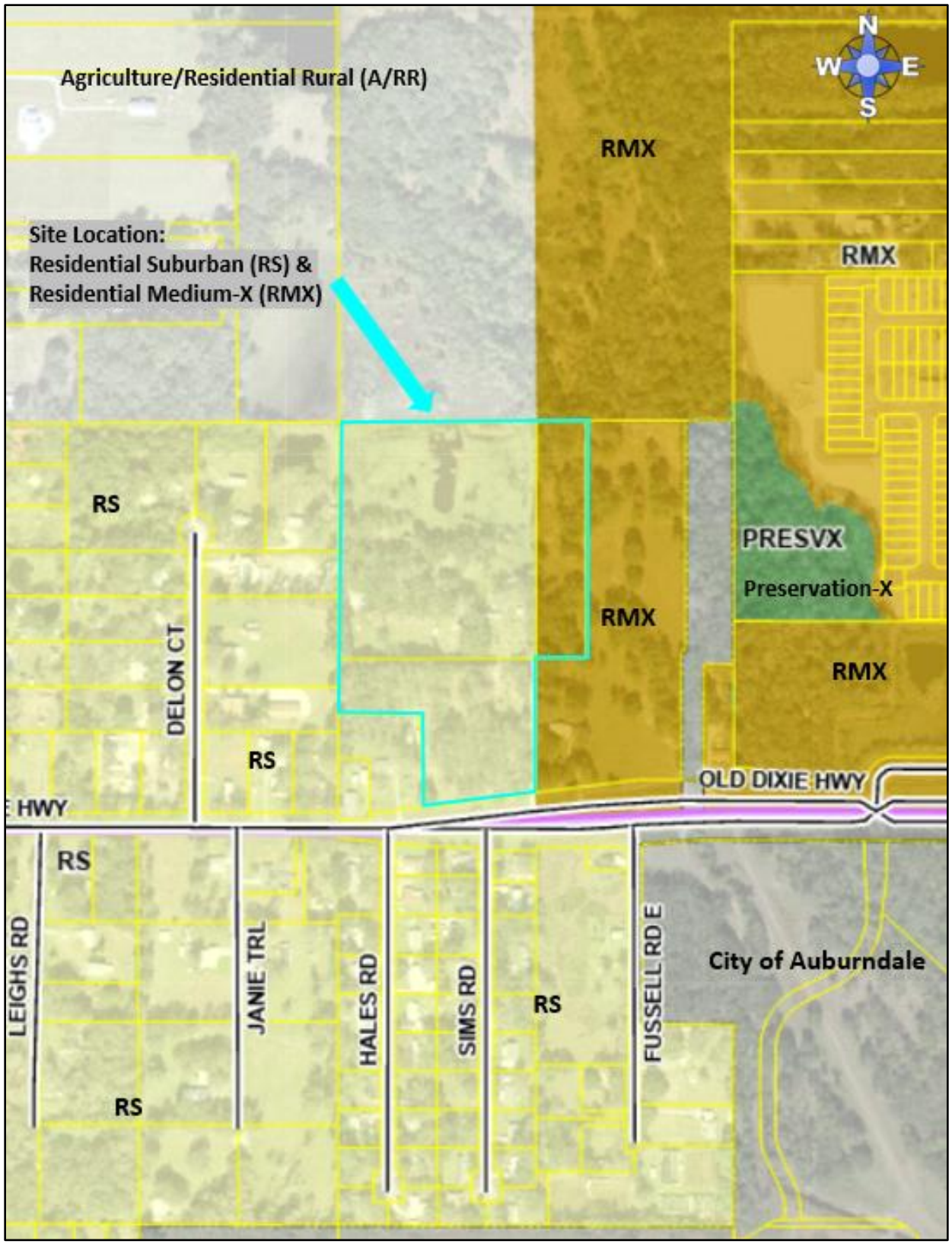
Comments from Auburndale: The development is within connection distance to City of Auburndale wastewater/water. Any line extensions, infrastructure upgrades, life station installations are all upon the cost of the developer.

Exhibits:

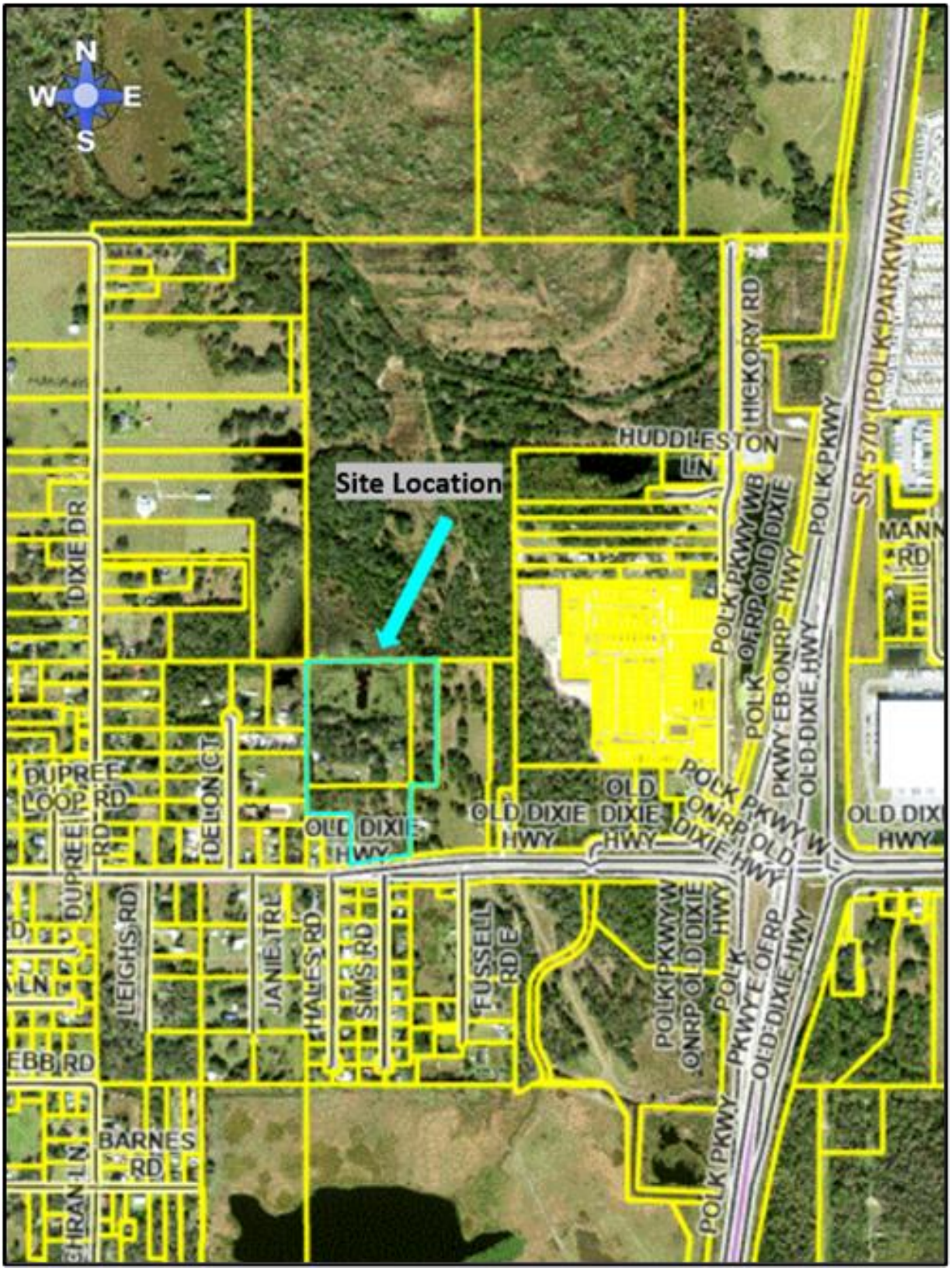
Exhibit 1 Location Map
Exhibit 2 Future Land Use Map
Exhibit 3 Aerial (context)
Exhibit 4 Aerial (close-up)
Exhibit 5 Site Plan
Exhibit 6 Site Data



Location Map



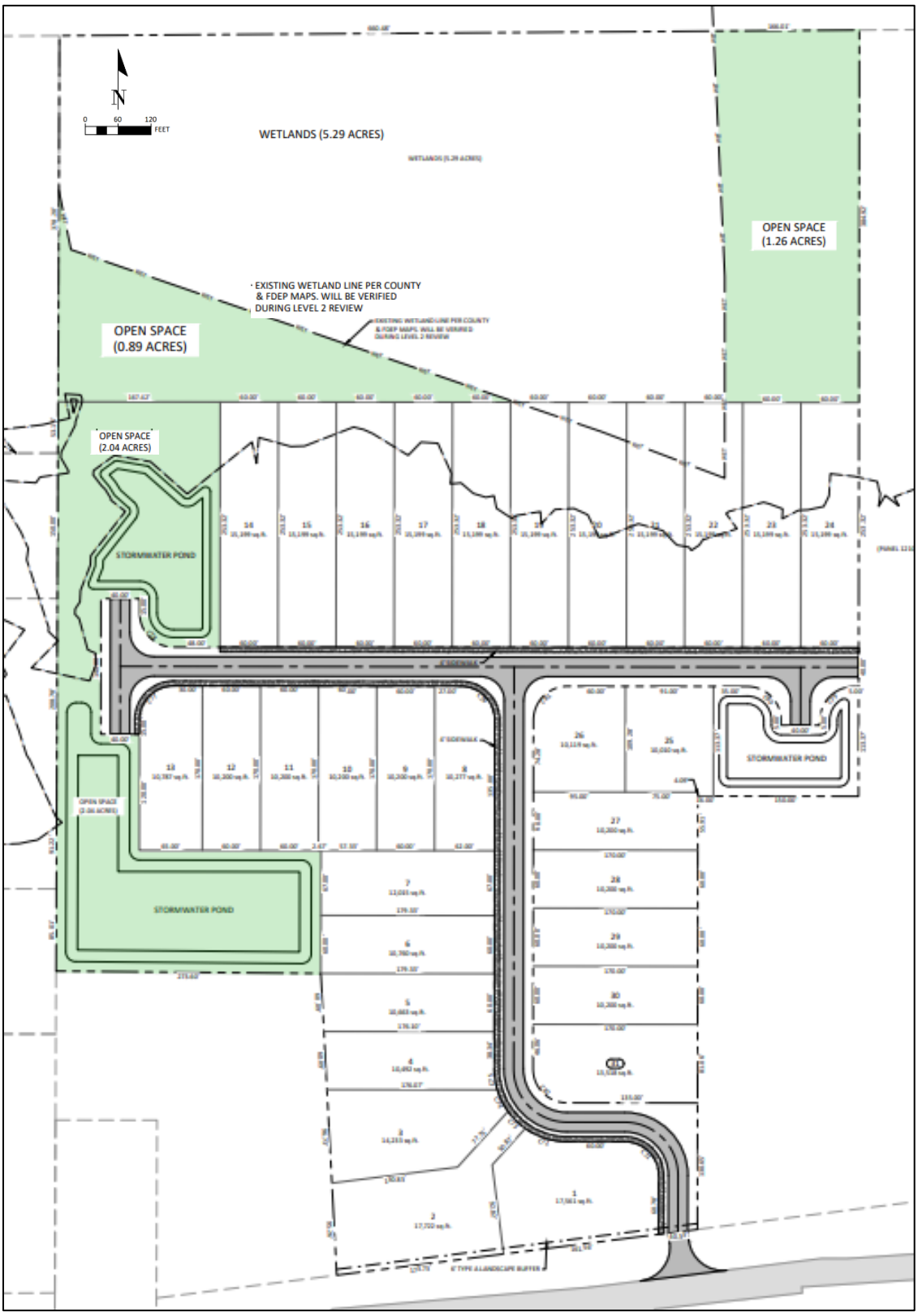
Future Land Use Map



Aerial Image (Context)



Aerial Image (Close)


N
0 60 120
FEET
WETLANDS (5.29 ACRES)
OPEN SPACE
(1.26 ACRES)
EXISTING WETLAND LINE PER COUNTY
& FDEP MAPS. WILL BE VERIFIED
DURING LEVEL 2 REVIEW
OPEN SPACE
(0.89 ACRES)
OPEN SPACE
(2.04 ACRES)
STORMWATER POND
STORMWATER POND
STORMWATER POND

Site Plan

SITE CHARACTERISTICS

PARCEL INFORMATION:

PARCEL ID:	25-28-05-000000-043010, 043050, & 043060
PROPOSED USE:	SPD (RS) - 31 SINGLE FAMILY LOTS
FLOOD AREA:	ZONE A & ZONE X
ZONING / LAND USE:	RS
PARCEL AREA:	20.29 AC

BUILDING SETBACKS:

FRONT:	20'
SIDE:	10'
REAR:	15'

OPEN SPACE (SPD CALCS):

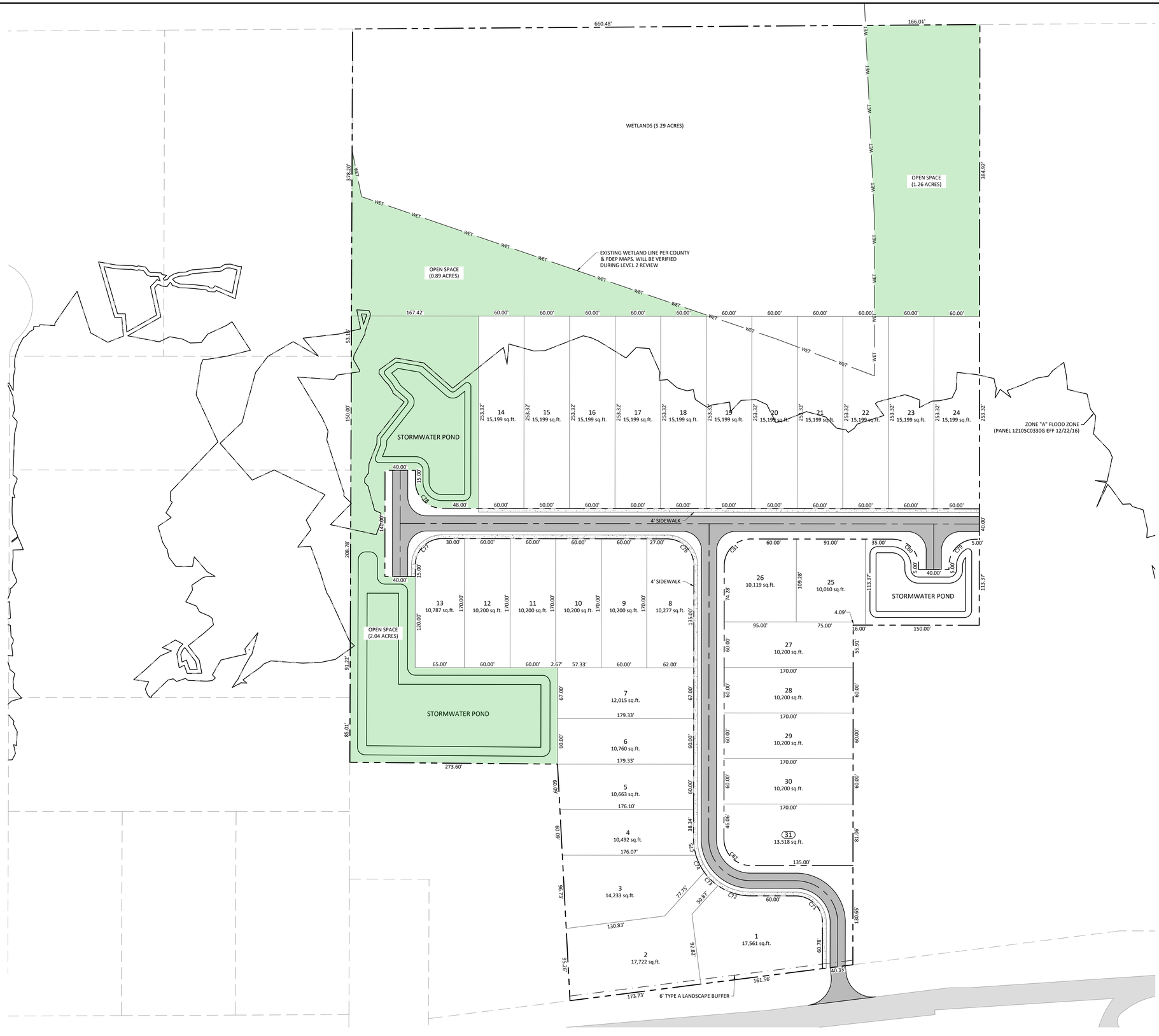
REQUIRED (20%):	20.29 AC x 0.2 = 4.058 AC
PROVIDED:	4.19 AC (20.65%)

LOCATION ELIGIBILITY SCORE:

PROPOSED DENSITY:	2.07 DU/AC
POINTS REQUIRED (RS):	20
POINTS PROPOSED:	25 (SEE BELOW)

INFRASTRUCTURE ITEM:	POINTS ACHIEVED:
ARTERIAL ROAD (1/2 MILE)	2
COLLECTOR ROAD (1/4 MILE)	3
≥6" WATERLINE	1
EMERGENCY MEDICAL CARE (2 MILES)	2
ELEMENTARY SCHOOL (2 MILES)	1
HIGH SCHOOL (2 MILES)	2
CC DISTRICT > 50% DEV (1 MILE)	2
NAC DISTRICT (1 MILE)	1
REGIONAL PARK - TENEROC (3 MILES)	1
COMMUNITY PARK (2 MILES)	1
CITY PARK (2 MILES)	1
GENERAL MERCANTILE (1 MILE)	2
EMPLOYER (1 MILE)	3
OPEN DRAINAGE BASIN	1
POSITIVE OUTFALL	1
NO WETLAND DISTURBANCE	1

Site Location



SITE CHARACTERISTICS

PARCEL INFORMATION:

PARCEL ID:	25-28-05-000000-043010, 043050, & 043060
PROPOSED USE:	SPD (RS) - 31 SINGLE FAMILY LOTS
FLOOD AREA:	ZONE A & ZONE X
ZONING / LAND USE:	RS
PARCEL AREA:	20.29 AC

BUILDING SETBACKS:

FRONT:	20'
SIDE:	10'
REAR:	15'

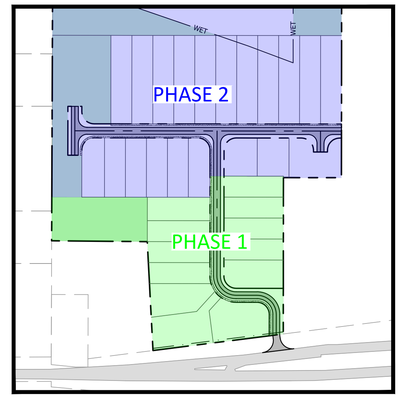
OPEN SPACE (SPD CALCS):

REQUIRED (20%):	20.29 AC x 0.2 = 4.058 AC
PROVIDED:	4.19 AC (20.65%)

LOCATION ELIGIBILITY SCORE:

PROPOSED DENSITY:	2.07 DU/AC
POINTS REQUIRED (RS):	20
POINTS PROPOSED:	25 (SEE BELOW)

INFRASTRUCTURE ITEM:	POINTS ACHIEVED:
ARTERIAL ROAD (1/2 MILE)	2
COLLECTOR ROAD (1/4 MILE)	3
≥6" WATERLINE	1
EMERGENCY MEDICAL CARE (2 MILES)	2
ELEMENTARY SCHOOL (2 MILES)	1
HIGH SCHOOL (2 MILES)	2
CC DISTRICT > 50% DEV (1 MILE)	2
NAC DISTRICT (1 MILE)	1
REGIONAL PARK - TENEROC (3 MILES)	1
COMMUNITY PARK (2 MILES)	1
CITY PARK (2 MILES)	1
GENERAL MERCANTILE (1 MILE)	2
EMPLOYER (1 MILE)	3
OPEN DRAINAGE BASIN	1
POSITIVE OUTFALL	1
NO WETLAND DISTURBANCE	1



PHASE MAP

811 Know what's below. Call before you dig.

This item has been digitally signed and sealed by the engineer on the date indicated hereon. Printed copies of this document are not considered signed and sealed. Signature must be verified on any electronic copies.

REVISION NO.	DESCRIPTION	DATE

CHARLES R. BROOKER III, P.E.
LICENSE NO. 88615

CLIENT: TONY WERSCHKY

PROJECT NAME: OLD DIXIE HWY SINGLE FAMILY LOTS

SUBURBAN PLANNED DEVELOPMENT PLAN

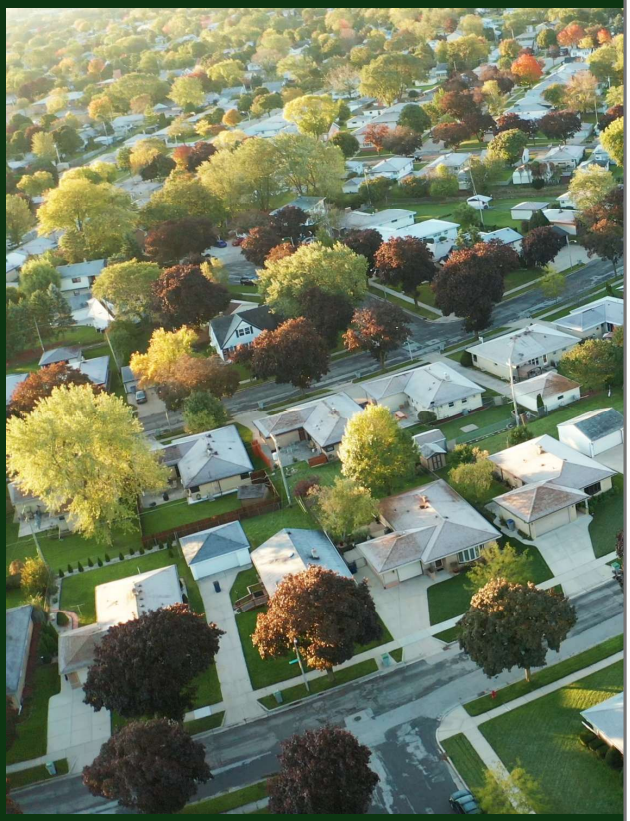
0 OLD DIXIE HWY, AUBURNDALE, FL 33823

TRADITIONS ENGINEERING

PROJECT NUMBER
25-25

SHEET NUMBER
C-100

1031



This comprehensive Impact Analysis Report addresses all comments and design considerations, ensuring compliance with regulatory standards while maintaining a commitment to responsible and sustainable land development practices.



Impact Analysis Report

Prepared By Traditions Engineering

Charles Brooker P.E.

TRADITIONS ENGINEERING

900 Orchid Springs Dr Unit 100,
Winter Haven, Fl 33884
(863) 397 – 1626
Cbrooker@traditions-eng.com

Impact Analysis

Access to Roads and Highways

1. What is the number of vehicle trips to be generated daily and at the PM peak hour based on the latest Institute of Traffic Engineers (ITE)? Please provide a detailed methodology and calculations.

Applicant Response: **Per ITE Code 210, the expected trips will be 242 daily trips and 31 peak hour trips generated by this project.**

2. What modifications to the present transportation system will be required because of the proposed development?

Applicant Response: **Coordination with the County & City Engineer will determine what roadway improvements are required for this development. At this time is not likely that any road improvements will need to be made.**

4. What are the proposed methods of access to existing public roads (e.g., direct frontage, intersecting streets, and frontage roads)?

Applicant Response: **The project will propose connecting directly to Old Dixie Highway.**

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.

Applicant Response: **The sites surrounding the property are RS (Residential Suburban) and do not have any environmental concerns. The subject site itself undisturbed and currently vacant. The site appears to be dense with trees. Other than existing vegetation, there are not many environmentally sensitive features on this site.**

2. What are the wetland and floodplain conditions? Discuss the changes to these features which would result from the development of the site.

Applicant Response: **There are no floodplains or wetlands expected to be impacted as part of this development.**

3. Discuss location of potable water supplies, private wells, public well fields *(discuss the location, address potential impacts)*, and:

Applicant Response: **There are no private wells or public well fields onsite. There are existing City utilities around the site, but these will not be impacted by the site's development other than the required connection to the utilities.**

4. Discuss the location of Airport Buffer Zones (if any) *(discuss the location and address, potential impacts).*

Applicant Response: **There are no airports or airport zones within the immediate vicinity of the site.**

Utility Supply

1. What is the proposed source of water supply and/or who is the service provider?

Applicant Response: **Potable Water utilities will be provided by City of Auburndale. There is an existing water main running parallel to Old Dixie along Hebb Rd.**

3. What is the proposed source of wastewater supply and/or who is the service provider?

Applicant Response: **Site will use private septic.**

4. What is the estimated volume of consumption in gallons per day (GPD)? (*Response may be based on Section 703 of the LDC*)

Applicant Response: **PW = 31 single family lots x 360 GPD/unit = 11,160 GPD**

Infrastructure Impact Information

What is the nearest location (travel distance), provider, capacity or general response time, and estimated demand of the provision for the following services:

1. Parks and Recreation.

Applicant Response: **The site is within 1.8 miles of Midway Gardens Park. And 3 miles from Myrtle Sports Complex. With the small size of the project, adverse impact to the parks is not expected.**

2. Educational Facilities (e.g., preschool, elementary, middle school, high school);

Applicant Response: **The site is approximately 1 mile from Teneroc High School, 1.8 Miles from Lena Vista Elementary school, 4 miles from Auburndale Highschool. With multiple schools within the vicinity of the site, and the small size of the project, adverse impact to the capacity of these schools is not expected.**

3. Health Care (e.g., emergency, hospital);

Applicant Response: **The site is located within 3.6 miles from Lakeland Regional Health Auburndale. 5.5 miles from Auburndale Health Clinic. 9 miles from Winter Haven Hospital**

4. Fire Protection;

Applicant Response: **The site is approximately 3 miles of Auburndale Fire Department and 4 miles of Polk County Fires Rescue Station 16. With two fire rescue stations within the immediate vicinity of the site, fire protection for the project is not an issue.**

5. Police Protection and Security;

Applicant Response: **The subject site is located within 3.5 miles of Auburndale Police Department. As such police protection will not be an issue.**

6. Emergency Medical Services (EMS);

Applicant Response: **As stated in the "Fire Protection" section.**

7. Solid Waste (collection and waste generation);

Applicant Response: **The site is approximately 3.6 miles from Polk County Landfill, 4.2 miles from Polk County North Central Garbage Collection Service.**

8. How may this request contribute to neighborhood needs?

Applicant Response: **This request will contribute to the surrounding neighborhood by providing affordable homes where single-family options are sparse in a consistently growing county.**

If you have any questions regarding this letter, please call me at (863) 397-1627 or email me at Cbrooker@traditions-eng.com

Sincerely,

Charles “Chad” Brooker, P.E.
Traditions Engineering, LLC
Cbrooker@traditions-eng.com
(863) 397-1627

LDSPD-2025-2 - Old Dixie SPD

Menu Reports Help

Application Name: Old Dixie SPD

File Date: 12/19/2025

Application Type: PC-Suburban Planned Development

Application Status: Approved For Hearing

Application Comments:

View ID	Comment	Date

Description of Work: SPD submittal for a single family development consisting of 31 lots. Project area consists of parcels 25-28-05-000000-043010, 043050, & 043060.

Application Detail: Detail

Address: 1998 OLD DIXIE HWY, AUBURNDALE, FL 33823

Parcel No: 252805000000043010

Owner Name: HB & CT LLC

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
Charles Brooker		Applicant	Mailing, 6039 Cypress ...	Active
Charles Brooker		Engineer	Mailing, 6039 Cypress ...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $4,473.00

Total Fee Invoiced: $4,473.00

Balance: $0.00

Custom Fields: **LD_GEN_PUB**

PUBLIC HEARINGS

Development Type
Planning Commission

Application Type
Suburban Planned Development

Brownfields Request
_

Affordable Housing

GENERAL INFORMATION

Expedited Review

Number of Lots
_

Will This Project Be Phased

Acreage
20.29

DRC Meeting
01/29/2026

DRC Meeting Time
not needed

Rescheduled DRC Meeting
_

Rescheduled DRC Meeting Time
_

Green Swamp
No

Number of Units
_

Case File Number
_

Is this Polk County Utilities

Is this Application a result of a Code Violation
No

One Year Extension
_

FS 119 Status
Non-Exempt

Code Violation Case Number
_

ADVERTISING

Legal Advertising Date
_

BOCC1 Advertising Date
_

BOCC2 Advertising Date
_

Advertising Board
Planning Commission

MEETING DATES

Community Meeting
_

Planning Commission Date
04/01/2026

Land Use Hearing Officer 3
_

1st BOCC Date
_

2nd BOCC Date
_

LUHO-Level 3
_

HEARING

PC Hearing Results
_

PC Vote Tally
_

BOCC 1st Hearing Results

BOCC 1st Vote Tally

BOCC 2nd Hearing Results
–

BOCC 2nd Vote Tally
–

FINAL LETTER

Denovo Appeal
–

Denovo Results
–

Denovo Tally
–

LD_GEN_PUB_EDL

Opening DigEplan List...

DigEplan Document List
–

PLAN REVIEW FIELDS

TMPRecordID	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-25EST-00000-74139	DIGITAL PROJECTS LD	–
RequiredDocumentTypesComplete	**AdditionalDocumentTypes**	**Activate DPC**
Yes	Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion	Yes
Activate FSA	**DigitalSigCheck**	
Yes	Yes	

PLAN UPLOAD ACKNOWLEDGEMENT

Upload Plans Acknowledgement
√

SELECTED AREA PLANS

Selected Area Plans

LAND USE

Selected Area Plan **LU Code**

DEVELOPMENT AREA

Development Area

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board	Number of Boards (Number)	Number of Mailers (Number)	Date Mailed	Date Posted	NOR
PC	1			03/16/2026	

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	01/09/2026	Lyndsay Rathke
Engineering Review				
Fire Marshal Review	Kim Turner	Approve	01/09/2026	Kim Turner
Planning Review	Aleya Inglima	Approve	02/13/2026	Aleya Inglima
School Board Review	School District	Approve	01/09/2026	School District
Roads and Drainage Review	Phil Irven	Approve	01/12/2026	Phil Irven
Surveying Review	Mike Benton	Approve	01/30/2026	Mike Benton
Review Consolidation	Lyndsay Rathke	Approved for...	02/13/2026	Lyndsay Rathke
Staff Report				
Public Notice				
Hearing				
BOCC Hearing				
Final Letter				
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

Ivan (Ian) A. Nance

(863) 534-7621
ivannance@polk-county.net

Skills Summary

- Outgoing, creative, and independent individual with excellent communication, time management, networking, budgeting, and writing skills.

- Strong computer skills including familiarity with Microsoft Office, Outlook, PowerPoint, Adobe Reader, and social media programs.

- Ability to use a variety of sources to conduct qualitative and quantitative research and present findings in a clear, concise format.

Employment History & Accomplishments

Polk County Board of County Commissioners (BoCC) **December 2017 – Present**

Principal Planner – Land Development

- Planning Commission Coordinator
    - Assign Planning Commission and BoCC cases to Land Development planners and track progress.
    - Write and present amendments and ordinances to Polk County's Land Development Code (LDC) and Comprehensive Plan.
    - Conduct analysis of development applications and write staff reports to support the findings.
    - Create slideshows and present cases before BoCC, Planning Commission, and Land Use Hearing Officer.
- Development Review Committee (DRC) Chair
    - Review Pre-Application Requests and provide written response.
    - Serve as liaison for Planning during face-to-face DRC meetings and follow-up with citizens as necessary.
- Site Plan Review
    - Review engineered site plans for compliance with the Comprehensive Plan and LDC.
    - Conduct research for non-conforming use determinations and land use verification letters.

Freelance Writer **February 2012 – Present**

- Published in the *Lakeland Ledger, Orlando Sentinel*, *Florida Game & Fish*, *Lakelander*, *Florida Sportsman*, and *Petersen's Hunting*.

ADEPT Community Services **February 2010 – December 2017**

Support Coordinator/Team Leader

- Coordinated service providers for developmentally disabled Medicaid Waiver Consumers. Created service budgets, request, and justify services through written Support Plans, and maintain consumer files. Serve as advocate for consumers.

- Supervised 4-5 other coordinators. Worked closely with Supervisor on Quality Assurance, Billing, and Human Resources objectives. Visited with consumers and their families to discuss goals and issues with service.

Polk County School Board **October 2008 – February 2010**

Substitute Teacher

Supplemental Instructional Services, Inc **July 2007 - July 2008**
District Coordinator

- Launched company's program in Polk County. Recruited, interviewed, trained, and managed a team of 12 tutors over 8 elementary schools.
- Marketed company and enrolled families at provider fairs.
- Wrote Service-Learning Plans as a contract between parents, company, and School Board for establishing academic goals and benchmarks for achievement.
- Created and delivered monthly invoices to Polk County School Board for company's service and maintained legal documents including leasing information, progress reports, and attendance information.

Polk County School Board **January 2004 - April 2006**
Substitute Teacher

Mulberry Corporation **May - August 1999, 1998**
Administrative Assistant

Education

Master's Degree in Public Administration, 2006
University of Central Florida
Orlando, FL

B.A. Degree in Political Science, 2003
University of Florida
Gainesville, FL

Polk County Planning Commission

Meeting Minutes - Final-revised

April 01, 2026 Regular Planning Meeting

Call Agenda Workshop to Order 8:50 a.m.

Minutes: The workshop of the Polk County Planning Commission was called to order at 8:50 a.m. by the Chair, Merle Bishop, on Wednesday, April 1, 2026, in the County Commission Boardroom, Administration Building. In attendance were the following members: Julie Jackson, Angel Sims, Cyndi Jantomaso, Brooke Agnini and Kevin Updike. Also, Linda Schultz Planning Commission alternate. Also, present were Sandra Howard, Deputy County Attorney, Ben Ziskal, Erik Peterson, Chanda Bennett, Mark Bennett, Robert Bolton, Kyle Rogus, Tyler Daniels and Ian Nance of Land Development, and Lyndsay Yannone, recording secretary.

Call Public Hearing to Order 9:00 a.m. Or as soon thereafter as the particular case may be heard 9:00 a.m.

Minutes: The workshop of the Polk County Planning Commission was called to order at 9:00a.m. by the Chair, Merle Bishop, on Wednesday, April 1, 2026, in the County Commission Boardroom, Administration Building. In attendance were the following members: Julie Jackson, Angel Sims, Cyndi Jantomaso, Brooke Agnini and Kevin Updike. Also, Linda Schultz Planning Commission alternate. Also, present were Sandra Howard, Deputy County Attorney, Ben Ziskal, Erik Peterson, Chanda Bennett, Mark Bennett, Robert Bolton, Kyle Rogus, Tyler Daniels and Ian Nance of Land Development, and Lyndsay Yannone, recording secretary.

Roll Call / Attendance

Present	Vice Chair Mike Hickman, Chair Merle Bishop, Kevin Updike, Brooke Agnini, Secretary Cyndi Jantomaso, Angelic Sims, Linda Schultz, and Julie Jackson
Absent	Robert Beltran

Pledge of Allegiance

Approve Minutes

Meeting Minutes March 4, 2026

Approved

RESULT:	**APPROVED**
MOVER:	
SECONDER:	
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson
Absent:	Beltran, and Schultz

Reordering of the Agenda - Prior to beginning the Business of the Planning Commission, the Commission may reorder the Agenda.
1) Reorder Agenda
a) At the discretion of the Planning Commission members, a lunch break may be called if the hearing of cases goes beyond 12:00 p.m.
2) Considerations of items to be withdrawn, deferred, or continued.

Explanation of General Procedures

Voir Dire of Expert Witnesses

Staff Resumes

Agenda Item

Explanation of Quasi-Judicial Proceedings

Old Business

1. LDCT-2026-1 Wahneta Main Street Overlay (MSC) LDC Text Amendment

Minutes: An Ordinance of the Polk County Board of County Commissioners regarding Land Development Code Amendment **LDCT-2026-1**, Amending Ordinance No. 00-09, As Amended, The Polk County Land Development Code; Amending Chapter 403.01 Wahneta Neighborhood Plan, to add the Main Street Commercial Overlay and reinstating Table 3 Wahneta Neighborhood Plan Temporary Uses and Modifications; providing for severability; and providing for an effective date.

Mark Bennett, Land Development, introduced the case and stated a legal advertisement was published in Polk Sun on February 18, 2026. No response from the public.

Mr. Chair opened public portion.

No one spoke from the public.

Mr. Chair closed public portion.

Approved

RESULT:	**APPROVED**
MOVER:	Mike Hickman
SECONDER:	Cyndi Jantomaso
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

New Business

2. LDCPAS-2025-40 (Poinciana Commercial CPA)

Minutes: Ryan Behren, Esq., applicant, and Titan Land Company LLC., owner, are requesting a Small Scale Comprehensive Plan map amendment to change 12.6. +/- acres from Development of Regional Impact (DRI) to Neighborhood Activity Center (NAC) and change the text of Section 2.135 of the Comprehensive Plan to allow for the adoption of the Poinciana Commercial NAC Activity Center Plan (ACP). The subject site is located north side of Pine Street, between Mackerel Road and Laurel Avenue, east of the City of Haines City, in Section 2, Township 28, Range 28.

Mark Bennett, Land Development, introduced the case and reported 93 mailers sent to area property owners on March 17, 2026, one (1) sign posted on the property on March 12, 2026, and a legal advertisement was published in Polk Sun on March 18, 2026. No response from the public.

Mr. Bishop asked about separation, zoning, and set backs.

Mr. Chair opened public portion.

No one spoke from the public.

Mr. Chair closed public portion.

Approved

RESULT:	**APPROVED**
MOVER:	Mike Hickman
SECONDER:	Cyndi Jantomaso
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

3. LDCT-2026-4 (Poinciana Commercial Activity Center Plan LDC Text Amendment)

Minutes: An ordinance of the Polk County Board of County Commissioners regarding Land Development Code Amendment LDCT-2026-4, amending Ordinance No. 00-09, as amended, The Polk County Land Development Code, Modifying Appendix E, Section E105 Parcel Specific Comprehensive Plan Amendments with Conditions. This case is related to LDCPAS 2025-40. The subject site is located on the north side of Pine Street and Laurel Avenue, east side of Mackerel Road, 3.3 Miles east of The City

of Haines City, in Section 2, Township 28, Range 28; providing for severability; and providing for an effective date.

Mark Bennett, Land Development, introduced the case and stated a legal advertisement was published in Polk Sun on March 18, 2026. No response from the public.

Mr. Chair opened public portion.

No one spoke from the public.

Mr. Chair closed public portion.

Approved

RESULT:	**APPROVED**
MOVER:	Kevin Updike
SECONDER:	Mike Hickman
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

4. LDCPAS-2025-39 (Braddock Road CPA)

Minutes: Bart Allen, Peterson & Myers, P.A., applicant, and Braddock Road Land Partners LLC., owner, are requesting a Future Land Use designation change from Mixed-Use (MUX) on 54.74 +/- with the inclusion of the isolated 2.04 +/- northwest most acres from Preservation (PRESVX) within the I-4/NE Parkway Plan District Selected Area Plan to Business Park Center (BPC-X). The site is located south of Interstate 4, west of the Polk Parkway (SR 570), north of Old Dixie Highway (CR 546), east of Tenoroc Mine Road, near the city limits of Auburndale, in Section 29, Township 27 and Range 25.

Kyle Rogus, Land Development, introduced the case and reported 14 mailers sent to area property owners on March 17, 2026, four (4) signs posted on the property on March 13, 2026, and a legal advertisement was published in Polk Sun on March 18, 2026. 1 e-mail in support from the public

Julie Jackson asked about floodzones.

Bart Allen, applicant, spoke and agreed with staff.

Mr. Chair opened public portion.

No one spoke from the public.

Mr. Chair closed public portion.

Approved

RESULT:	**APPROVED**
MOVER:	
SECONDER:	
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

5. LDCPAS-2026-1 (US 27/Deer Creek Blvd INST)

Minutes: Tom Woodrich, TDW Land Planning, applicant, and Polk County Deal LLC., owner, are requesting a Small Scale Comprehensive Plan map amendment from Leisure Recreation-X (LRX) to Institutional-1X (INST-1X) on 1.01± acres located within the North Ridge SAP and Transit Supportive Development Area (TSDA). The site is on the east side of US Highway 27 south of Ernie Caldwell Blvd. west of Spotted Fawn Drive and north of Citrus Ridge, north of the City of Haines City, in Section 17, Township 26, Range 27.

Robert Bolton, Land Development, introduced the case and reported 29 mailers sent to area property owners on March 17, 2026, one (1) sign posted on the property on March 13, 2026, and a legal advertisement was published in Polk Sun on March 18, 2026. No response from the public

Tom Woodrich, applicant, spoke and agreed with staff.

Mr. Chair opened public portion.

No one spoke from the public.

Mr. Chair closed public portion.

Approved

RESULT:	**APPROVED**
MOVER:	Angelic Sims
SECONDER:	Mike Hickman
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

6. LDCU-2025-37 (Temple Circle Duplex)

Minutes: Richard McIntee, applicant, and RDM Construction & Development LLC, owner, are *requesting* a Conditional approval for a duplex to be located on 0.40 +/- acres within a Residential Low-2 (RL-2) future land use district. The subject site is located at 268 Temple Circle South, north of Highway 540 West, south of K-Ville Avenue, east of Thornhill Road, west of Spirit Lake Road in Section 28, Township 28, Range 25.

Kyle Rogus, Land Development, introduced the case and reported 52 mailers sent to area

property owners on March 17, 2026, one (1) sign posted on the property on March 13, 2026, and a legal advertisement was published in Polk Sun on March 18, 2026. No response from the public

Richard McIntee, applicant, spoke and agreed with staff.

Mr. Chair opened public portion.

Ronnie Jones spoke in opposition concerned about his value if he sells in future.

Mr. Chair closed public portion.

Mike Hickman asked about mobile homes in the area.

Denied

RESULT:	**DENIED**
MOVER:	Cyndi Jantomaso
SECONDER:	Merle Bishop
AYE:	Hickman, Updike, Agnini, Sims, and Jackson
NAY:	Bishop, and Jantomaso

7. LDSPD-2025-2 (Old Dixie Highway SPD)

Minutes: Charles Brooker, applicant, and HB & CT LLC., owner, are Proposing a Suburban Planned Development to develop thirty-one single family lots on approximately 20.29 +/- acres in the Suburban Development Area (SDA) located in the Residential Suburban (RS). The subject property is located north of Old Dixie Hwy, west of Polk Pkwy, west of the city of Auburndale in Section 05, Township 28, Range 25.

Aleya Inglima, Land Development, introduced the case and reported 35 mailers sent to area property owners on March 17, 2026, one (1) sign posted on the property on March 13, 2026, and a legal advertisement was published in Polk Sun on March 18, 2026. No response from the public

Julie Jackson asked about flood zone A.

Merle Bishop had a question about the soils.

Chad Brooker, applicant spoke and agreed with staff.

Mr. Chair opened public portion.

Ms. Ronda spoke in opposition on how it will fit with the area.

John Kennard spoke in opposition about concerns.

Donald Waldon spoke in opposition about concerns and privacy issues.

John Wayne Phillips spoke with concern about gas line near his property.

Mr. Chair closed public portion.

Chad Brooker answered the publics concerns.

Merle Bishop had a follow question about floodplain.

Approved

RESULT:	**APPROVED**
MOVER:	
SECONDER:	
AYE:	Hickman, Bishop, Agnini, Jantomaso, and Sims
NAY:	Jackson
Absent:	Updike

8. LDCU-2025-38 (Highlands Street MHP)

Minutes: Chad Brooker, Traditions Engineering, applicant, and Eric Brown Jr., owner, are *requesting* a Conditional use approval for a 19-unit Mobile Home Park in a Residential Low-4 future land use district on 4.93 +/- acres within the Transit Supportive Development Area (TSDA). The subject site is located at 2730 West Highland Street, east of Wilkinson Road, west of Lebanon Road, south of New Tampa Highway, south and east of Lakeland in Section 22, Township 28, Range 23.

Ian Nance, Land Development, introduced the case and reported 34 mailers sent to area property owners on March 17, 2026, one (1) sign posted on the property on March 13, 2026, and a legal advertisement was published in Polk Sun on March 18, 2026. No response from the public

Chad Brooker, applicant spoke and agreed with staff.

Mr. Chair opened public portion.

Chey Alfred spoke in opposition to issues of flooding.

Frencheco spoke in opposition to issue of flooding.

Kyle Brown spoke in opposition to issue of flooding.

Mr. Chair closed public portion.

Angelic Sims ask what was able to be built today.

Chad Brooker answered the publics concerns.

Denied

RESULT:	**DENIED**
MOVER:	Mike Hickman
SECONDER:	Julie Jackson
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

9. LDCU-2025-39 (Thomas Landing Fish Camp Expansion)

Minutes: Chad Booker, applicant, and KDC Forever LLC and Scott L Henderson, owners, are *requesting* a Conditional approval for expansion of a non-conforming Recreational Camping Facility per Section 120.J of the LDC to increase the number of RV/Cabin sites from 20 to 40 and add more accessory buildings on 15.65 +/- acres within a Agriculture/Residential Rural (A/RR) Future Land Use District. The subject site is located Between Thomas Fish Camp Road and the shore of Lake Kissimmee, five miles northeast of Sam Keen Road, east of Lightsey Ranch Road, and 17 miles northeast of the city of Lake Wales in Section 3, Township 30, Range 30.

Erik Peterson, Land Development, introduced the case and reported 16 mailers sent to area property owners on March 17, 2026, one (1) sign posted on the property on March 16, 2026, and a legal advertisement was published in Polk Sun on March 18, 2026. No response from the public

Merle asked if this is approved what exactly will happen on this property.

Austin Evans spoke and agreed with staff and added what will accrue on the property.

Mr. Chair opened public portion.

Kerrie Lightsey, Kevin Henery, Jessica Post spoke all in opposition stating they do not agree with what is being asked.

Mr. Chair closed public portion.

Denied

RESULT:	**DENIED**
MOVER:	Kevin Updike
SECONDER:	Mike Hickman
AYE:	Hickman, Updike, Jantomaso, and Jackson
NAY:	Bishop, Agnini, and Sims

10. LDCPAS-2025-19 (PRWC Receiving Facility CPA)

Minutes: Polk County Facilities Management, applicant and Polk County, owner, are requesting a Future Land Use Map change from Residential Low-X (RLX) to Institutional-X (INSTX) on 9.91 +/- acres for a future County potable water storage and interconnect facility in the Urban Growth Area (UGA). The subject property is located east of Holly Hill Road and Sugarwood Street, West of Del Webb Boulevard and

Castellon Court, north of Forest Lake Drive and Navarra Lane, north of the Haines City, north of the town of Davenport in Section 32, Township 26, Range 27.

Erik Peterson, Land Development, introduced the case and reported 142 mailers sent to area property owners on March 17, 2026, one (1) sign posted on the property on March 16, 2026, and a legal advertisement was published in Polk Sun on March 18, 2026. No response from the public

Julie Jackson asked a question.

Mr. Chair opened public portion.

No one spoke from the public.

Mr. Chair closed public portion.

Approved

RESULT:	**APPROVED**
MOVER:	Kevin Updike
SECONDER:	Cyndi Jantomaso
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

11. LDCD-2025-4 (PRWC Receiving Facility District Change)

Minutes: Polk County Facilities Management, applicant and Polk County, owner, are requesting a Future Land Use Map change from Insitutional-1X (INST-1X) to Institutional-2X (INST-2X) on 9.91 +/- acres for a future County potable water storage and interconnect facility in the Urban Growth Area (UGA). The subject property is located east of Holly Hill Road and Sugarwood Street, West of Del Webb Boulevard and Castellon Court, north of Forest Lake Drive and Navarra Lane, north of the Haines City, north of the town of Davenport in Section 32, Township 26, Range 27.

Erik Peterson, Land Development, introduced the case and reported 142 mailers sent to area property owners on March 17, 2026, one (1) sign posted on the property on March 16, 2026, and a legal advertisement was published in Polk Sun on March 18, 2026. No response from the public

Julie Jackson asked a question.

Mr. Chair opened public portion.

No one spoke from the public.

Mr. Chair closed public portion.

Approved

RESULT:	**APPROVED**

MOVER:	Kevin Updike
SECONDER:	Cyndi Jantomaso
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

12. LDCPAL-2026-1 (Office Center Text Amendment CPA)

Approved

RESULT:	**APPROVED**
MOVER:	Kevin Updike
SECONDER:	Angelic Sims
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

13. LDCT-2026-2 (Office Center Consistency)

Minutes: An ordinance of the Board of County Commissioners, Polk County, Florida, Land Development Code amendment **LDCT-2026-2**, amending Ordinance No. 00-09, as amended, the Polk County Land Development Code, amending Chapter 2, Section 205, Table 2.1, Use Table for Standard Land Use Districts of the Polk County Land Development Code, Chapter 4, Section 401.02, Table 4.3, Use Table for Standard Land Use Districts for the Ronald Reagan Selected Area Plan, Chapter 4, Section 401.03, Table 4.8, Use Table for U.S. 27 Selected Area Plan Land Use Districts, Chapter 4, Section 401.04, Table 4.12, Allowable Uses for US Highway 98 SAP, and Chapter 4, Section 401.08, Table 401.08.01 Use Table for Southeast Polk SAP to achieve consistency with the Office Center (OC) and (OCX) Future Land Use Map designations in the Comprehensive Plan; amending Chapter 3, Conditional Uses, Section 303, Criteria for Conditional uses for Off-Site Agricultural Support Activities, Childcare Center, Financial Institutions, Governmental Facility, Research and Development, Sit-Down/Take-Out Restaurant, Leisure/Special Interest School, Technical/Vocational/Trade & Training School, and Veterinary Service to achieve consistency with the Office Center Future Land Use Map designation and Development Criteria in the Comprehensive Plan; providing for severability; providing an effective date.

Erik Peterson, Land Development, introduced the case and stated a legal advertisement was published in Polk Sun on March 18, 2026. No response from the public.

Mr. Chair opened public portion.

No one spoke from the public.

Mr. Chair closed public portion.

Approved

RESULT:	**APPROVED**
MOVER:	Cyndi Jantomaso

SECONDER:	Angelic Sims
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

Comprehensive Plan update

Adjournment

Recommendation of Approval

RESULT:	**RECOMMENDATION OF APPROVAL**
MOVER:	Kevin Updike
SECONDER:	Angelic Sims
AYE:	Hickman, Bishop, Updike, Agnini, Jantomaso, Sims, and Jackson

LDSPD-2025-2

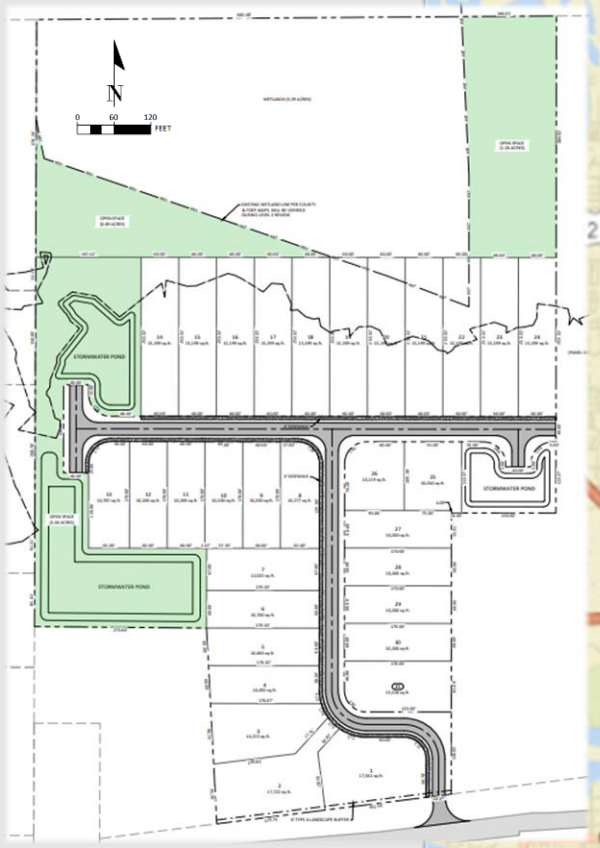
Old Dixie Highway SPD

Agenda Item #7

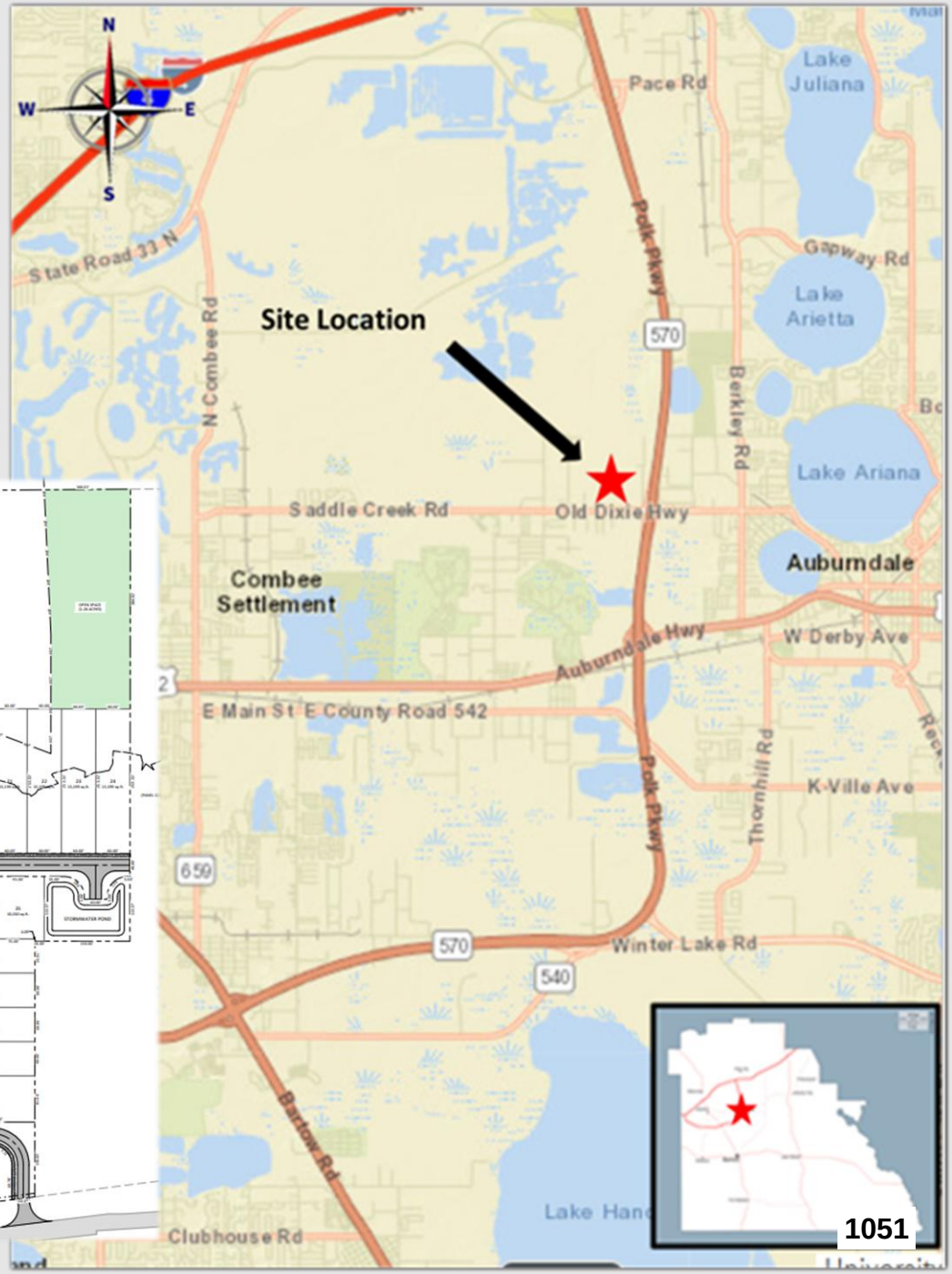
Proposing a Suburban Planned Development to develop thirty-one single family lots on approximately 20.29 acres.

Parcel #	252805-000000-043010 252805-000000-043050 252805-000000-043060 (+/- 20.29 acres)

- *Upland density is 2 du/ac*
- *+/-15 of the acres are upland / +/-5.29 acres are wetlands*
- *20% of the site (4.19 acres) is dedicated to open space*
- *Lots sizes range from 0.23 acres to 0.40 acres*
- *Provides transition from high density to lower density residential*
- *Flood study and wetland delineation will be required during Level 2 review*
- *Consistent with Comprehensive Plan & Land Development Code.*
- *Compatible with Surrounding Uses.*
- *Staff Recommends **APPROVAL.***

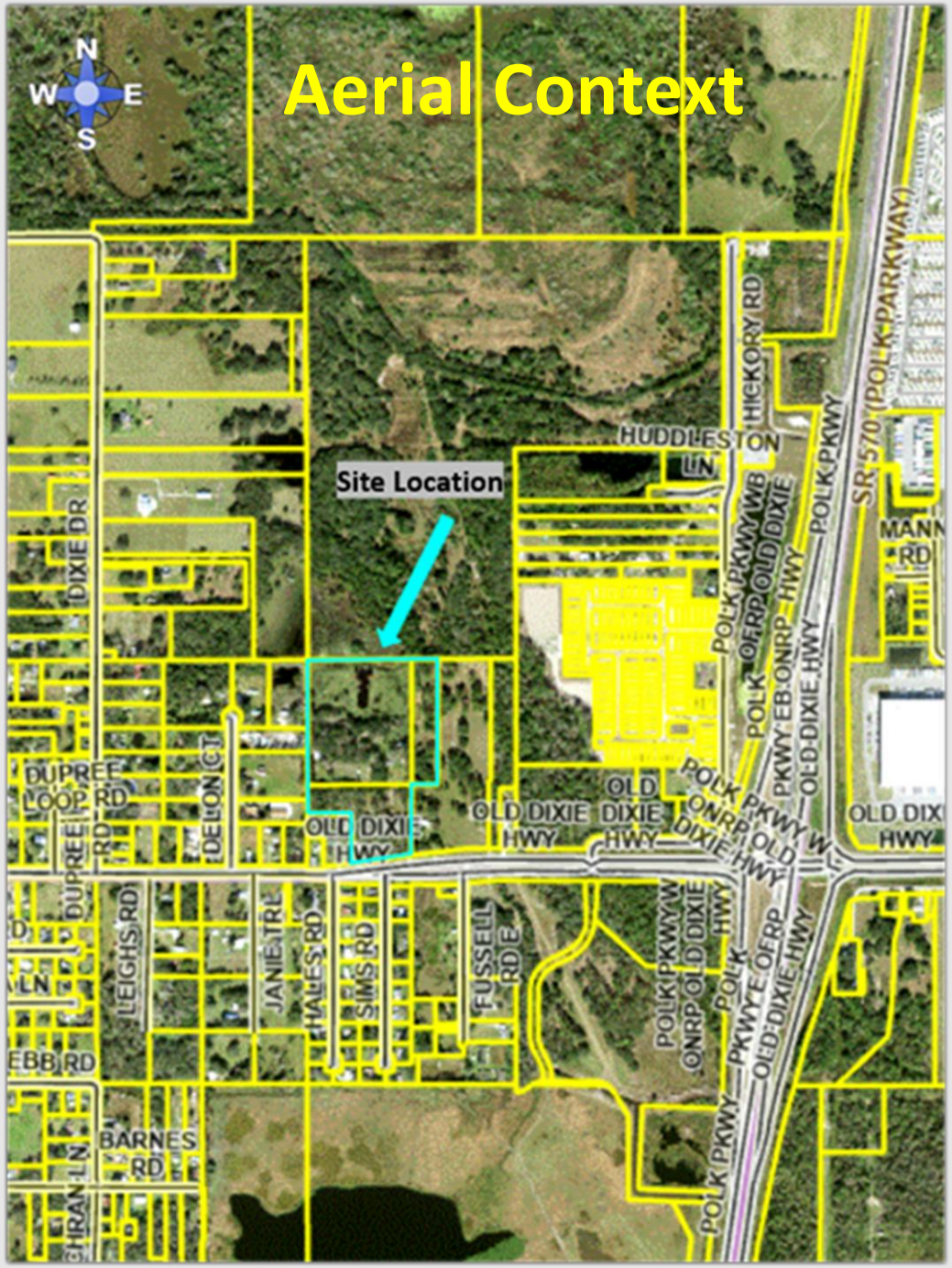


1 Board Posted 3/13
35 Mailers on 3/17
Legal Ad on 3/18
Public Comment at Hearing

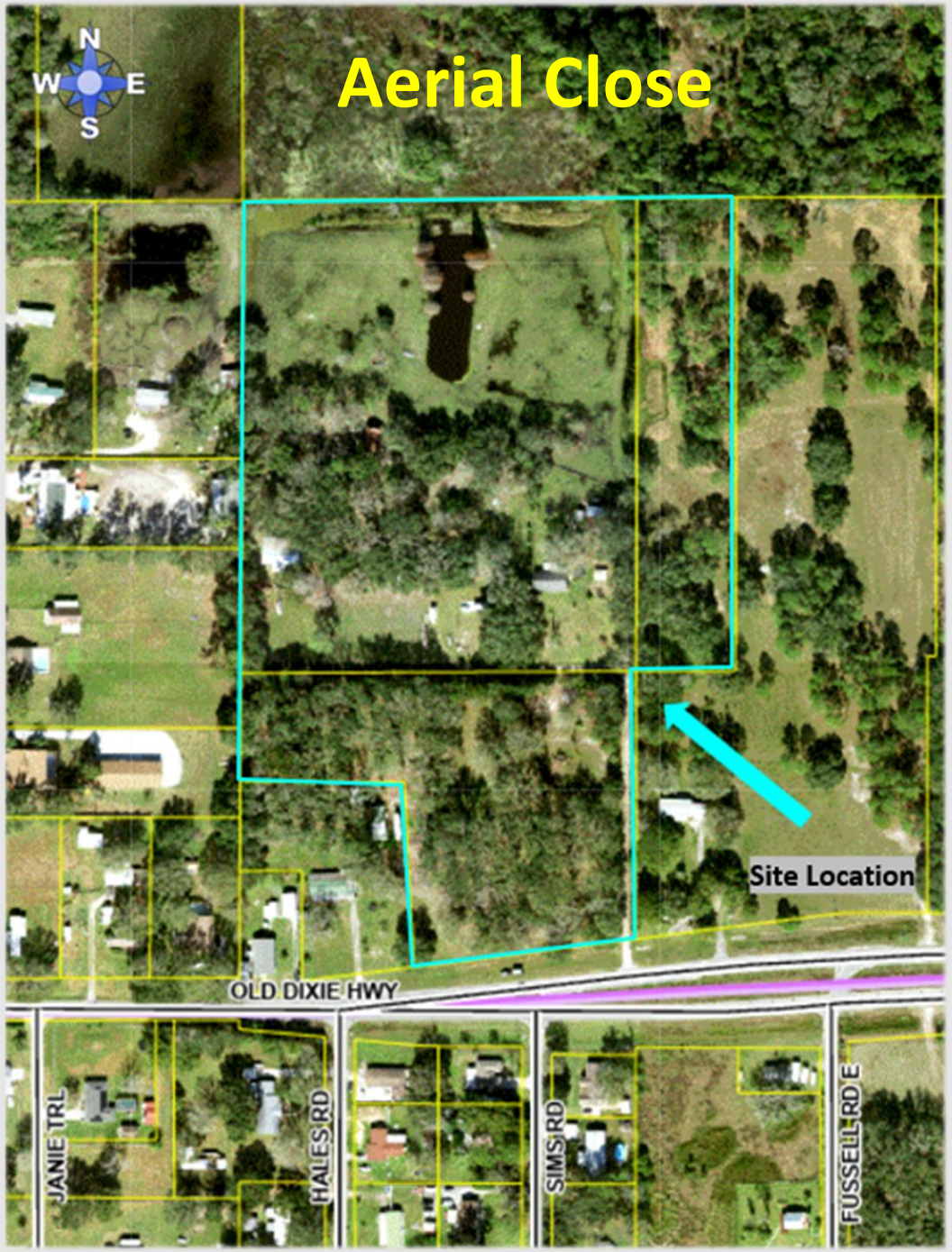


POLK COUNTY
Florida's Crossroads of Opportunity

Aerial Context



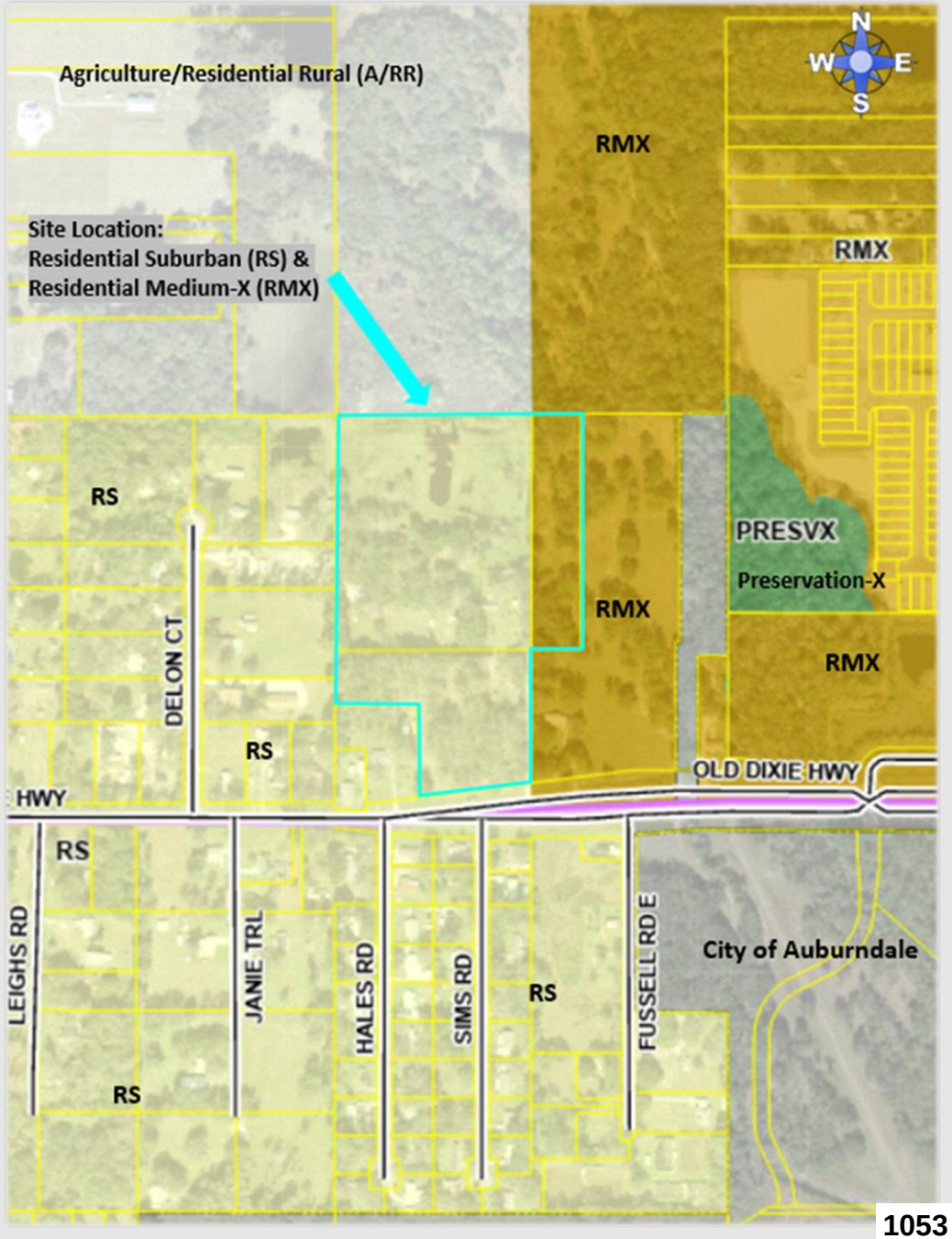
Aerial Close



LDSPD-2025-2

Future Land Use Map

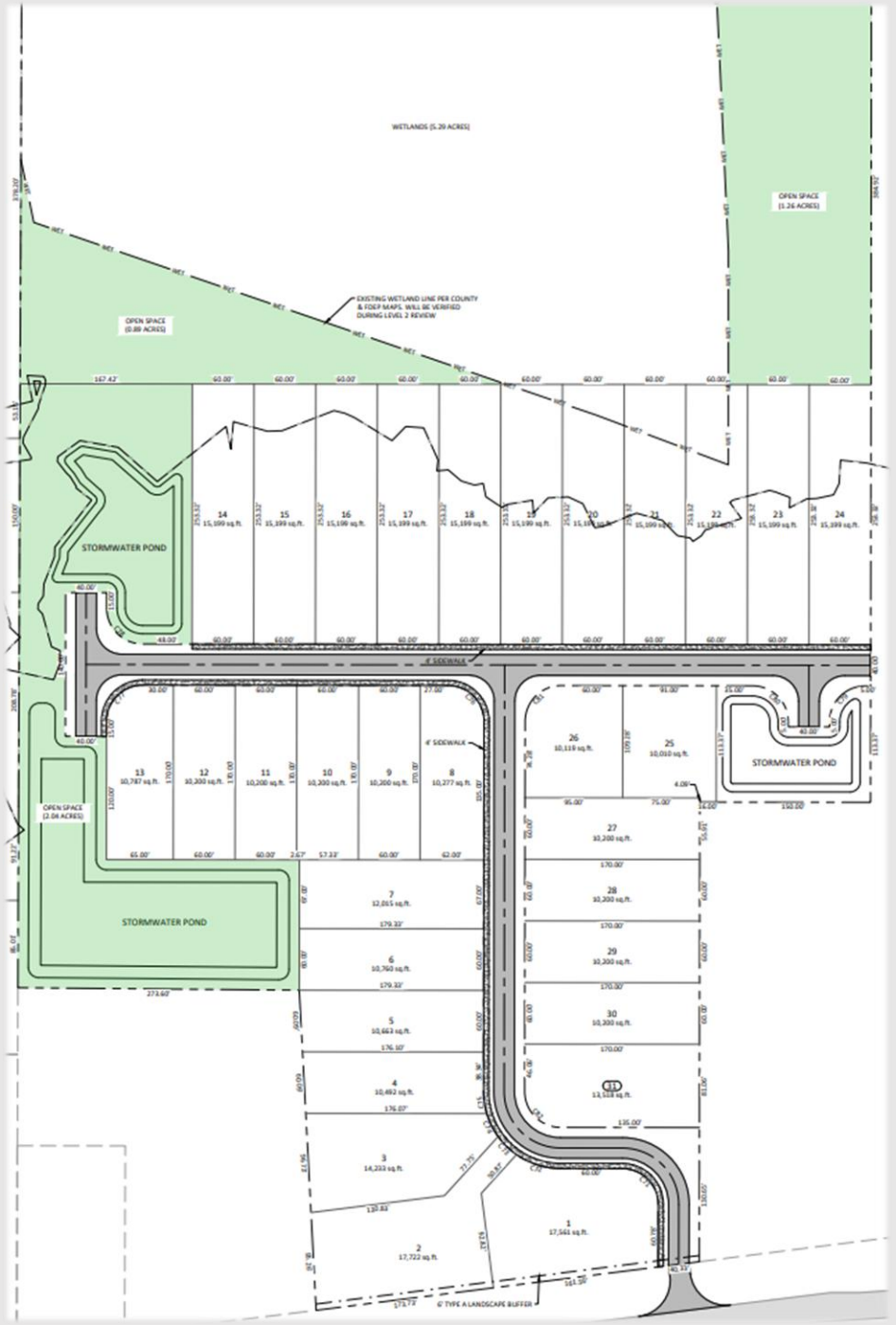
- *RS & RM*
- *East of the property is Residential Medium (RM) and the west of the property is Residential Suburban (RS).*
- *Suburban Development Area (SDA)*
- *Maximum density permitted with 28 locational points within an SPD is three (3) dwelling units per acre (DU/AC)*

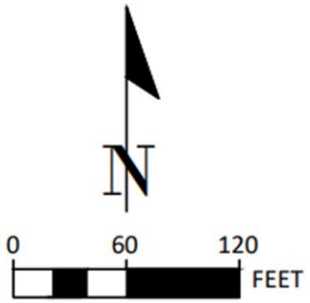


LDSPD-2025-2

Site Plan

- *Landscaping, shielded street lighting, and sidewalks will be required for this development.*
- *Access through Old Dixie Highway.*
- *Stormwater Pond creates buffer from western property.*
- *Meets 20% open space required*
- *Required to have either two Type I or one Type II amenities.*
- *Meets Compatibility Standards.*
- *Meets Standards for SPDs.*
  - *20 locational points*





SITE CHARACTERISTICS

PARCEL INFORMATION:

PARCEL ID:	25-28-05-000000-043010, 043050, & 043060
PROPOSED USE:	SPD (RS) - 31 SINGLE FAMILY LOTS
FLOOD AREA:	ZONE A & ZONE X
ZONING / LAND USE:	RS
PARCEL AREA:	20.29 AC

BUILDING SETBACKS:

FRONT:	20'
SIDE:	10'
REAR:	15'

OPEN SPACE (SPD CALCS):

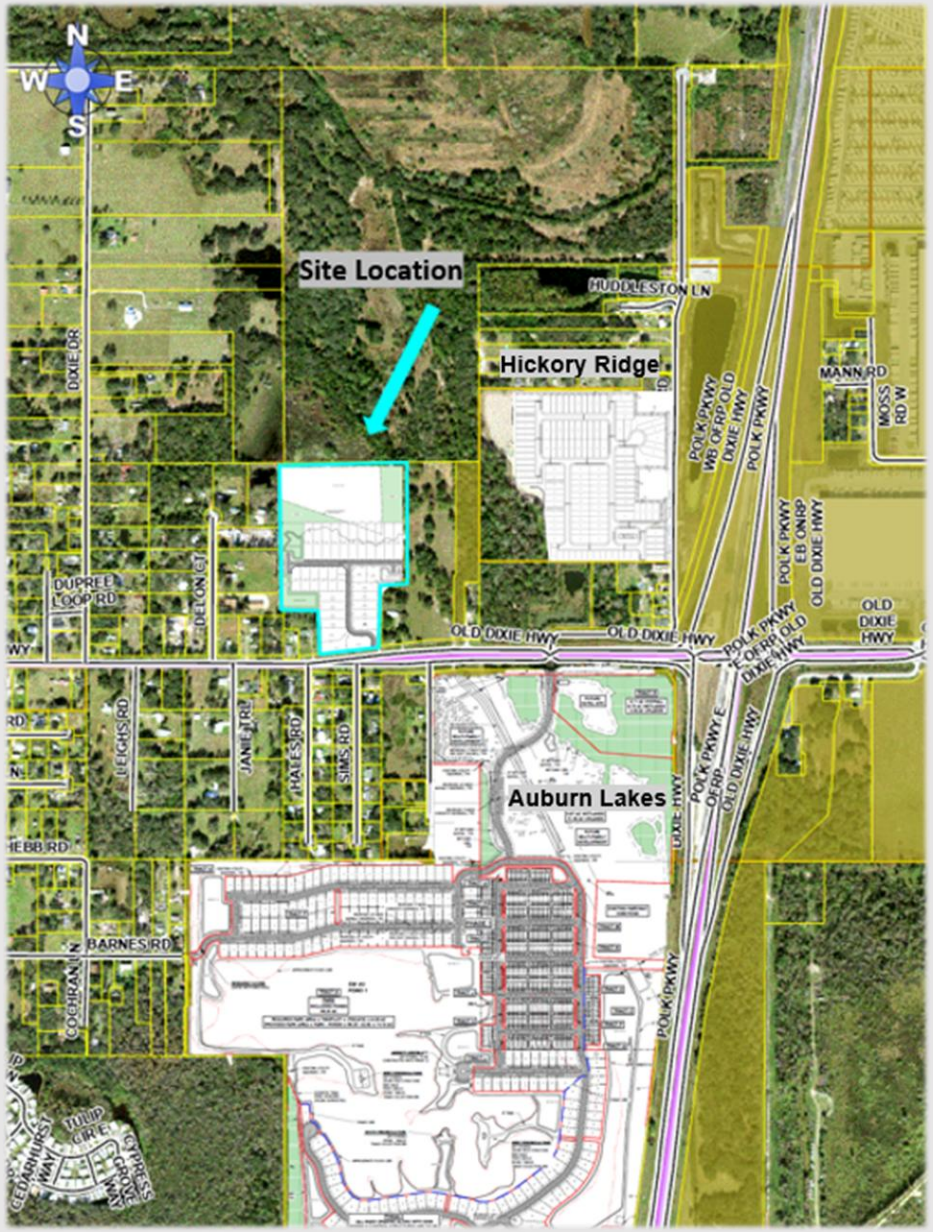
REQUIRED (20%):	20.29 AC x 0.2 = 4.058 AC
PROVIDED:	4.19 AC (20.65%)

LOCATION ELIGIBILITY SCORE:

PROPOSED DENSITY:	2.07 DU/AC
POINTS REQUIRED (RS):	20
POINTS PROPOSED:	25 (SEE BELOW)

INFRASTRUCTURE ITEM:	POINTS ACHIEVED:
ARTERIAL ROAD (1/2 MILE)	2
COLLECTOR ROAD (1/4 MILE)	3
≥6" WATERLINE	1
EMERGENCY MEDICAL CARE (2 MILES)	2
ELEMENTARY SCHOOL (2 MILES)	1
HIGH SCHOOL (2 MILES)	2
CC DISTRICT > 50% DEV (1 MILE)	2
NAC DISTRICT (1 MILE)	1
REGIONAL PARK - TENEROC (3 MILES)	1
COMMUNITY PARK (2 MILES)	1
CITY PARK (2 MILES)	1
GENERAL MERCANTILE (1 MILE)	2
EMPLOYER (1 MILE)	3
OPEN DRAINAGE BASIN	1
POSITIVE OUTFALL	1
NO WETLAND DISTURBANCE	1

LDSPD-2025-2



1/29/2026

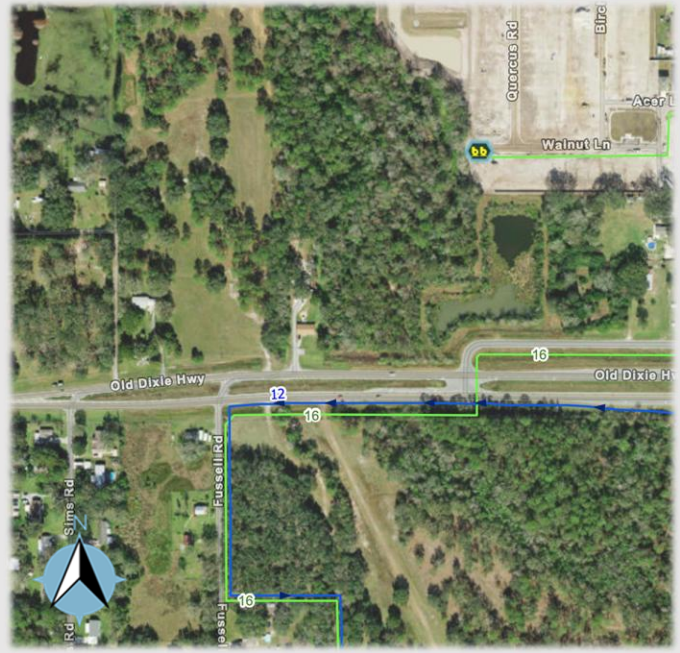
Pipes

Pipe Table - Flow Direction

12

Lift Stations

Force Mains





1055

LDSPD-2025-2

Site Visit



LDSPD-2025-2

Staff Recommends Approval:

- *Compatible with surrounding uses.*
- *Consistent with Comprehensive Plan & Land Development Code.*

The Planning Commission, in the review of development plans, shall consider the following factors in accordance with Section 906.D.7 of the LDC:	
Whether the proposed development is consistent with all relevant requirements of this Code;	*Yes, this request is consistent with the LDC, specifically Sections 906.D and Section 303.*
Whether the proposed development is consistent with all applicable policies of the Comprehensive Plan;	*Yes, this development is consistent with the Comprehensive Plan because it meets the density requirements.*
Whether the proposed use is compatible with surrounding uses and the general character of the area, including such factors as density, height, bulk, scale, intensity, traffic, noise, and appearance; and	*Yes, the request is compatible with surrounding uses and the general character of the area. Conditions are recommended to achieve better compatibility. See Pages 6&7 of this staff report for data and analysis on surrounding uses and compatibility.*
How the concurrency requirements will be met, if the development were built.	*The request is capable of meeting concurrency requirements in the timeframe in which it will be constructed. See pages 7-12 of this staff report for data and analysis.*



BOARD OF COUNTY COMMISSIONERS, POLK COUNTY, FLORIDA

FINAL ORDER

(De Novo)

Case Number: LDSPD-2025-2 (Old Dixie Highway SPD)

Applicant: Chad Brooker, Traditions Engineering

Property Owner: HB & CT LLC

Hearing Date: June 2, 2026

I. Request:

The Applicant is requesting a Suburban Planned Development to develop thirty-one single family lots on approximately 20.29 acres. (the "Application").

II. Planning Commission Decision:

On April 1, 2026, the Planning Commission held a public hearing on the Application and voted 6-1 to approve the Application.

III. Findings:

The Board hereby adopts and incorporates herein the DRC staff report and makes the following findings based upon the staff report and other record evidence presented during the hearing:

1. Pursuant to section 922 of the Polk County Land Development Code (the "LDC"), the Board shall, in the review of the Application, consider all applicable provisions of the LDC, including but not limited to, the provisions pertaining to a Level 3 review.

2. Pursuant to section 906D.7 of the LDC, the Planning Commission shall, in the review of a level 3 application, consider the following factors:
    a. Whether the proposed development is consistent with all relevant requirements of this Code;
    b. Whether the proposed development is consistent with all applicable policies of the Comprehensive Plan;
    c. Whether the proposed use is compatible with surrounding uses and the general character of the area, including such factors as density, height, bulk, scale, intensity, traffic, noise, and appearance; and
    d. How the concurrency requirements will be met, if the development was built.

3. The Application is consistent with all relevant requirements of the LDC, including without limitation, sections 906 and 303.

4. The Application is consistent with all applicable policies of the Comprehensive Plan.

5. The Application is compatible with surrounding uses and the general character of the area.

6. Concurrency requirements can be met if the development is built.

IV. Incorporation of Record

The record is hereby incorporated by reference into this order and is on file with the County Clerk. The record consists of the following: the Application, Impact Assessment Statement, the DRC staff report, staff's PowerPoint presentation, the Planning Commission's decision, and all testimony and evidence presented at the hearing.

V. Board's Decision:

Based upon the record and the foregoing findings, the Application is APPROVED, subject to the conditions, if any, set forth in the staff report. This order becomes final on the date rendered to the Clerk.

DONE AND ORDERED in Bartow, Polk County, Florida, in regular session this 2nd day of June, **2026**, by the Polk County Board of County Commissioners.

Polk County Board of County Commissioners	**ATTEST: Stacy M. Butterfield, Clerk and Auditor to the Board**
By: _____	By: _____
Martha Santiago Ed.D, Chairperson	Deputy Clerk

Date rendered to the Clerk: _____

ADDENDUM 1 to FINAL ORDER

The following conditions of approval were agreed upon by the Applicant and approved by the Board of County Commissioners during the public hearing held on March 17, 2026, and are fully incorporated into the Final Order. In the event any conflict or inconsistency arises between the conditions listed in the Staff Report and those listed in this Addendum 1, the conditions listed in this Addendum 1 shall control.

Additional Conditions of Approval:

Exhibits to Board's Order
Exhibit A-Staff Report and Exhibits

POLK COUNTY
www.polk-county.net

PLANNING COMMISSION APPEAL
FEE: $813.00

Planning and Development
Land Development Division
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
(863)534-6449
FAX (863) 534-5908

Any applicant who has petitioned the Planning Commission for a land use action or any land owner whose property may be substantially affected due to proximity to land on which the petition has been heard, my request a De Novo Hearing before the Board of County Commissioners by filing this formal application with the Land Development Division. This application **must be filed within seven (7) calendar days** after the Planning Commission's hearing. If any appeal hearing is not requested, the Planning Commission's decision will be final in eight (8) calendar days.

I (We) the undersigned request a hearing before the Board of County Commissioners on Case File Number LDSPD-2025-2 which was heard by the Planning Commission on 4/1/26.

	Appellant Information
Name	Jon Leonard
Contact Number(s)	863-738-0596
Mailing Address	288 Delon Court Auburndale Fl 33823
Email Address	jon@thehouseofleonard.com

Jon Leonard
Signature of Appellant

4/8/26
Date

For links to video recordings and minutes from Planning Commission meetings, please visit PGTV's webpage at www.polk-county.net/PGTV.

RECEIVED APR 08 2026

Department: LandDev

Receipt Number: 658809

Record Number: LDSPD-2025-2

Site Location: 1998 OLD DIXIE HWY, AUBURNDALE, FL 33823

Payor: Jon R Leonard

Payor Address:

Payor Phone:

Transaction Date	Reference Number	Cashier ID	Payment Method	Ref. No.
4/8/2026		LDTMPLI	Paper Check	1870

Fee Description	Account Number	Amount Paid
Denovo Appeal	00101.490515001.3418001	$813.00
	Total:	$813.00

Comments: 12:30 PM

If you pay with a credit card or eCheck these are the processing fees:
• Visa, Master Card, Discover, American Express – 2.75% (minimum $1.95)
• eCheck - $0.50

Print Date/Time: 4/8/2026 11:29:51 AM

Agenda Item R.1. 6/2/2026

SUBJECT

Report 2026-08 Real Estate Services audit.

DESCRIPTION

Accept Report 2026-08 Real Estate Services audit.

RECOMMENDATION

Approval.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Lita McHugh, CPA, CIG, CIGI, Inspector General

Department of Inspector General | 863-534-7735

Report #2026-08
Real estate services
Audit #2025-18

Department of Inspector General
Stacy M. Butterfield, CPA
Clerk of the Circuit Court and Comptroller
Polk County, Florida

Lita J. McHugh, CPA, CIG, CIGI
Inspector General

Auditor Assigned:
Melinda Medina, CGAP

An Accredited Office of
Inspector General

Stacy M. Butterfield, CPA

Clerk of the Circuit Court and Comptroller
Polk County, Florida

June 2, 2026

INSPECTOR GENERAL AUDIT REPORT

Report #2026-08: Real estate services (Audit #2025-18)

The Honorable Board of County Commissioners

We have conducted an audit of Real Estate Services transactions from November 1, 2023, through October 31, 2025.

Our audit objectives were to evaluate the adequacy of processes and controls exercised over acquisitions, dispositions, and leases, and to ensure compliance with applicable Florida Statutes, County ordinances, and Division policies and procedures.

We appreciate the cooperation and assistance provided by the Real Estate Services Division during the course of our audit.

We hope you find this report useful in ensuring that Polk County government provides the best possible services to our residents.

Respectfully submitted,

_____

Lita McHugh, CPA, CIG, CIGI
Inspector General

Approved:

_____

Stacy M. Butterfield, CPA
Clerk of the Circuit Court and County Comptroller

Background

The Real Estate Services Division (the Division) is responsible for the acquisition, disposition, and leasing of land and facilities to support the needs of the county's growing population. Its activities play a critical role in enabling the county to deliver adequate infrastructure, essential public services, and environmental preservation.

As population growth increases the demand for public services, the county must acquire additional property for the construction of government centers, fire stations, and other civic facilities. The division also oversees the leasing of warehouse and office space necessary for continuity of services.

Real Estate Services' primary functions include:

- The acquisition of real estate in response to budgeted and initiated Community Investment Program (CIP) projects.
- The development of documentation related to eminent domain litigation resulting from unsuccessful negotiations with the property owners.
- The management of lands obtained through escheatment, a process in which ownership transfers to the county when property taxes remain unpaid.
- The disposal of surplus land consisting of road project remnants, donated property, and land acquired through escheatment.
- The management of county leases to ensure review and renewal of lease terms and conditions.

Real Estate Services is also responsible for processing petitions to vacate right of way and easements, petitions for a street lighting taxing district, and maintains an inventory of all county interest in real estate.

Scope and Methodology

The scope of our audit included:

- Review of chapter 73, Fla. Stat
- Review of sections 125.31, 125.35, and 125.38, Fla. Stat.
- Review of section 197.592, Fla. Stat.
- Review of section 95.36, and 95.361, Fla. Stat.
- Review of Real Estate Services policies and procedures
- Review of Procurement Procedures Manual – August 1, 2025

- Review of GS1-SL General Records Schedule for State and Local Government Agencies
- Interviews with Real Estate Services Division personnel
- Review of documentation relevant to a sample of acquisitions, dispositions, and leases.
- Review of documentation of ownership and use of county land inventory.
- Review of fixed asset information for county land inventory.

Our audit objectives were to:

- Determine if transaction documentation is complete and properly maintained.
- Determine whether acquisitions, dispositions, and leases are authorized, appropriately valued, finalized timely, and accurately recorded.
- Determine if acquisition, disposition, and lease transactions comply with applicable laws, regulations, and policies and procedures.

Testing was performed on activities from November 1, 2023, through October 31, 2025, but the transactions and processes reviewed were not limited by the audit period.

We conducted this audit in accordance with the *Global Internal Audit Standards* of the Institute of Internal Auditors. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Results

Overall, Real Estate Services operational processes comply with applicable laws, regulations, and policies and procedures. Review of sampled transactions confirmed that each was properly authorized, processed timely, and accurately recorded in the official property ownership records with the Polk County Clerk of the Circuit Court and Comptroller.

Transaction files contained supporting documentation, including appraisal reports, abstracts of title, and records of negotiated terms. The disposition of surplus land, whether through public or private bid, was conducted in accordance with BoCC Procurement procedures. Leases were actively monitored to ensure timely processing of renewals.

Our audit made an observation described below that may be an opportunity to improve the reporting of county land inventory.

Observation #1: County land inventory is not reconciled to fixed asset records.

Real Estate Services collaborates with the Property Appraiser's Office to conduct an annual reconciliation of county owned real estate. However, a comparable reconciliation is not conducted with the Fixed Assets section.

Recommendation #1:

We recommend Real Estate Services, in conjunction with the Fixed Assets section, establish and implement a process to perform a periodic reconciliation of county land inventory with fixed asset records.

Management response and action plan:

Agree with the recommendations. Real Estate Services (RES) will meet with Fixed Assets section (FAS) within 30 days of the Audit Report date (AR) to discuss, review and coordinate a process to implement for the reconciliation of county owned lands and former dispositions. Within 5 months of AR, RES will complete reconciliation with FAS of disposed county real property to greatest reasonable extent. Within 12 months of AR, RES will complete reconciliation with FAS of county owned real property. Thereafter, RES will reconcile the county owned land inventory with FAS by April 1 of each year.

Person responsible: Real Estate Services Director
Target date: June 30, 2027

Polk County

Board of County Commissioners

Agenda Item R.2. 6/2/2026

SUBJECT

Report 2026-06 Utilities Warehouse Controls Audit.

DESCRIPTION

Accept Report 2026-06 Utilities Warehouse Controls Audit.

RECOMMENDATION

Approval.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Lita McHugh, CPA, CIG, CIGI, Inspector General

Department of Inspector General | 863-534-7735

lmchugh@polkclerkfl.gov <mailto:lmchugh@polkclerkfl.gov>

Report #2026-06
Utilities Warehouse Controls
Audit #2025-20

Department of Inspector General
Stacy M. Butterfield, CPA
Clerk of the Circuit Court and Comptroller
Polk County, Florida

Lita J. McHugh, CPA, CIG, CIGI
Inspector General

Auditor Assigned:
Garrett Pearn, CIA, CIG
Deputy Inspector General

An Accredited Office of
Inspector General

Stacy M. Butterfield, CPA

Clerk of the Circuit Court and Comptroller
Polk County, Florida

June 2, 2026

INSPECTOR GENERAL AUDIT REPORT

Report #2026-06: Utilities Warehouse Controls

The Honorable Board of County Commissioners

We have conducted an audit of the Utilities Division warehouse and its adherence to best practices for warehousing operations and controls, including those over the safeguarding of assets.

Our audit objectives were to determine the adequacy of controls over the request and distribution of inventory and to verify the safeguarding and accuracy of warehouse inventory.

We appreciate the cooperation and assistance provided by the Utilities Division during our audit.

We hope you find this report useful in ensuring that Polk County government provides the best possible services for our residents.

Respectfully submitted,

_____

Lita McHugh, CPA, CIG, CIGI
Inspector General

Approved:

_____

Stacy M. Butterfield, CPA
Clerk of the Circuit Court and County Comptroller

An Accredited Office of
Inspector General

Background

The Polk County Board of County Commissioners (BoCC) Utilities Division provides safe drinking water, wastewater collection and treatment systems to nearly 68,000 accounts in unincorporated communities throughout the county. It is overseen by the Utilities Director and includes several sections, including Customer Service, Finance, Billing, Warehouse, Accounting/AP, and Maintenance. This audit focused on the warehouse, which is responsible for inventory, stock and emergency deliveries. The utilities warehouse is currently staffed by three Warehouse Asset Technicians with oversight provided by the Financial Administrator and Accountant II within the Division. The Warehouse Supervisor position is currently open.

At the beginning of each fiscal year, a blanket PO (purchase order) is issued in Polk One (an Oracle based ERP system) for Utilities vendors. The amounts vary based on how much the division typically buys from each vendor. For example, for FY25-26, a blanket PO for up to $2 million was issued for Ferguson Waterworks and for up to $250K for Grainger. As supplies are used, the Warehouse Asset Technician submits replenishment orders to the Utilities Operations Manager for approval. Once approved, orders are processed through the PO. Supplies are received at the warehouse and added into the perpetual inventory system called Lucity.

Lucity is used to record receiving of inventory and to manage orders from Field Techs through requisitions. Requisition orders are received and fulfilled by Warehouse Asset Technicians through a workflow. Field Techs receive notification that their order has been fulfilled and must go to the warehouse to retrieve it. Warehouse staff marks the order complete in Lucity which reduces warehouse inventory and increases truck inventory of the assigned Field Tech.

Invoices are received and processed by the Financial Administration team separate from the warehouse. When processing invoices, the Utilities Accounting team will view Lucity to verify the quantity of items received. The invoice is paid against the blanket PO.

There are various controls in place, including periodic cycle counts of inventory. Lucity can also generate various reports to help identify trends and research issues as needed.

Scope and Methodology

The scope of our audit included:

- Interviews with relevant Utilities personnel
- Review of current warehouse controls and documented procedures
- Review of a sample of purchasing, receiving, and invoice documents
- Observation and review of order fulfillment by requisition and other warehouse activities
- Performance of an onsite random cycle count of inventory

Our audit objectives were to:

- Determine the adequacy of controls over the request and distribution of inventory
- Verify the safeguarding and accuracy of warehouse inventory

Our audit was conducted in accordance with the *Global Internal Audit Standards* of The Institute of Internal Auditors. Accordingly, it included such tests of records and other auditing procedures as we considered necessary in the circumstances.

Results

Overall, the Utilities warehouse has implemented strong controls. The warehouse is neat and orderly and all locations where inventory is selected from are labeled. Processes in place for purchasing, receiving, and distributing inventory, as well as paying invoices, include proper segregation of duties and sufficient controls. Current inventory was found to be mostly accurate based on a blind cycle count performed onsite during walkthroughs.

To further strengthen warehouse controls, we have developed the following observations and recommendations to enhance the precision of inventory tracking and further mitigate risks to Utilities assets.

Observation #1:

There is currently no warehouse manager.

There are three Warehouse Asset Technicians who work to fulfill orders, order and receive inventory, and perform cycle counts and other required tasks. An Accountant II is providing some oversight over warehouse operations while the warehouse manager position is unfilled.

Recommendation #1:

A full-time warehouse manager should be hired as soon as possible. The Accountant II is unable to provide the level of oversight required while working in two different roles.

Management response and action plan:

We agree with this recommendation. We have been awaiting approval for a reorganization plan which has now been approved. The position will be posted in May 2026 and a warehouse manager will be selected as soon as possible.

Person responsible: Veronica Williams

Target date: 06/15/2026

Observation #2:

Duties are not appropriately segregated for warehouse staff.

The warehouse is currently staffed by three Warehouse Asset Technicians, with no warehouse manager. They are responsible for ordering and receiving inventory, fulfilling requisition orders from field staff, performing cycle counts, and adjusting inventory as needed.

Recommendation #2:

Since warehouse staff receive inventory from suppliers, fulfills orders from field staff, and perform cycle counts, we recommend their ability to manually adjust inventory in Lucity be removed. Manual adjustments should be made by someone independent of the process, such as the Warehouse Manager when hired or by the Utilities Asset Manager who provides support for Lucity.

Management response and action plan:

We agree with this recommendation. In the past the warehouse supervisor did all the ordering, and the staff did most of the receiving.

For the record, to establish additional controls during this period of time where no supervisor was present, the following procedures were put in place:

- The Accountant II is copied on all quotes

- Managers needing new items submit requests directly to the Accountant II and Jr. Accountant who creates new part numbers and adds the item to inventory.

- One of the Warehouse Asset Technicians is currently paid out of class to assume many of the duties of the Warehouse Manager. He enters requisitions for new orders in the inventory tracking system and requires approval from the Operations Manager prior to being ordered.

- Other than during staffing shortages, the Asset Technician paid out of class does not receive inventory.

- All invoices are processed through the Utilities Finance Department. Prior to submission for payment, a Finance Team member verifies that the associated parts have been properly added to inventory by reviewing the purchase order number in Lucity and confirming that all items listed on the invoice have been received.

- In the future, any inventory adjustments will be made by the Accountant II or Jr. Accountant who are not located in the Warehouse. The ability to adjust inventory items related to anything other than receiving or issuing inventory will be removed.

Person responsible: Veronica Williams

Target date: 06/15/2026

Observation #3:

Cycle counts are not documented or tracked effectively.

During a walkthrough of the warehouse, warehouse staff could not locate or provide any documentation for recently completed cycle counts and stated they did not track counts by location or date counted.

Recommendation #3:

We recommend warehouse staff develop a method for tracking cycle counts to ensure each location is counted at least once per quarter. Cycle count documentation should be maintained for at least one year to support the accuracy of inventory and for use in researching potential discrepancies.

Management response and action plan:

We agree with this recommendation and will make sure it is put in place as soon as possible.

Person responsible: Charles Richards

Target date: 07/01/2026

Observation #4:

The warehouse was too easily accessible for all Utilities employees and there were no working cameras.

The warehouse is located on a gated property with controlled badge access; however, the warehouse itself was unlocked with a large door left open for ventilation. A security camera was observed but warehouse staff stated they were not currently in use.

Recommendation #4:

We recommend the warehouse have working cameras. If doors must be open for ventilation or circulation of air, cameras should be positioned to capture high-resolution footage of all entry and exit points.

Management response and action plan:

We agree with this recommendation, and we are in the process of getting cameras installed.

Person responsible: Charles Richards, Veronica Williams, Nick Grieves

Target date: 09/01/2026

Polk County

Board of County Commissioners

Agenda Item R.3. 6/2/2026

SUBJECT

Removal of equipment from inventory as listed on Blanket Removal Form 2242.

DESCRIPTION

Removal of equipment from inventory is set forth on Blanket Removal Form 2242 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 2242.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Alison Brown
aebrown@polkclerkfl.gov <mailto:aebrown@polkclerkfl.gov>

BLANKET PROPERTY REMOVAL FORM # 2242

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: Jasmine Lopez
Fixed Asset Accounting Office of Clerk Auditor

Approved By _____
Chairman of the Board of County Commissioners

BoCC Approval Date: 6/2/2026

Property # **59573** ***Asset #*** **103890**
Item: COMPUTER, LAPTOP — DELL — LATITUDE 5521
Serial # 2R3TSG3 — ***Date Rec'd.*** 2/11/2022 — ***Cost*** $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **59818** ***Asset #*** **104727**
Item: COMPUTER, LAPTOP — MICROSOFT — SURFACE PRO
Serial # 021029723157 — ***Date Rec'd.*** 8/18/2022 — ***Cost*** $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **59819** ***Asset #*** **104728**
Item: COMPUTER, LAPTOP — MICROSOFT — SURFACE PRO
Serial # 011688423157 — ***Date Rec'd.*** 8/18/2022 — ***Cost*** $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **61328** ***Asset #*** **106927**
Item: X-RAY MACHINE, ORAL — PANORAMIC 2D
Serial # MXC24432MX-22114478 — ***Date Rec'd.*** 6/8/2023 — ***Cost*** $17,450.00
Reason for Request: EXTRAORDINARY

Property # **N0000002095** ***Asset #*** **51279**
Item: BOAT, AIRBOAT
Serial # A0N01190J303 — ***Date Rec'd.*** 9/25/2003 — ***Cost*** $20,850.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **2220157** ***Asset #*** **51639**
Item: BOAT, AIRBOAT
Serial # MPM13173E101 — ***Date Rec'd.*** 6/6/2001 — ***Cost*** $18,265.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **2220157A** ***Asset #*** **52728**
Item: SUPPLEMENT
Serial # — ***Date Rec'd.*** 12/18/2005 — ***Cost*** $1,840.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **51152** ***Asset #*** **68959**
Item: X-RAY MACHINE, ORAL — BELMONT — X-CALIBUR
Serial # 1554100 — ***Date Rec'd.*** 4/29/2008 — ***Cost*** $21,225.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **51157** ***Asset #*** **69140**
Item: CHAIR, DENTAL — MIDMARK — ULTRATRIM
Serial # V583666 — ***Date Rec'd.*** 6/5/2008 — ***Cost*** $6,426.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **51158** ***Asset #*** **69141**
Item: CHAIR, DENTAL — MIDMARK — ULTRATRIM
Serial # V584296 — ***Date Rec'd.*** 6/5/2008 — ***Cost*** $6,426.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **51159** *Asset #* **69142**
Item: CHAIR, DENTAL — MIDMARK — ULTRATRIM
Serial # V584482 — *Date Rec'd.* 6/5/2008 — *Cost* $6,426.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **51160** *Asset #* **69143**
Item: CHAIR, DENTAL — MIDMARK — ULTRATRIM
Serial # V584648 — *Date Rec'd.* 6/5/2008 — *Cost* $6,426.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **51162** *Asset #* **69145**
Item: DENTAL UNIT — MIDMARK — INSTR DELIVERY UNIT
Serial # V583201 — *Date Rec'd.* 6/5/2008 — *Cost* $3,990.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **51164** *Asset #* **69147**
Item: DENTAL UNIT — MIDMARK — INSTR DELIVERY UNIT
Serial # V583763 — *Date Rec'd.* 6/5/2008 — *Cost* $3,990.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **51165** *Asset #* **69148**
Item: LIGHT, DENTAL — MIDMARK — OPERATING LIGHT
Serial # V582870 — *Date Rec'd.* 6/5/2008 — *Cost* $1,581.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **51166** *Asset #* **69149**
Item: LIGHT, DENTAL — MIDMARK — OPERATING LIGHT
Serial # V583197 — *Date Rec'd.* 6/5/2008 — *Cost* $1,581.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **51168** *Asset #* **69151**
Item: LIGHT, DENTAL — MIDMARK — OPERATING LIGHT
Serial # V584046 — *Date Rec'd.* 6/5/2008 — *Cost* $1,581.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **51332** *Asset #* **69461**
Item: COMPUTER, NOTEBOOK — HEWLETT PACKARD — COMPAQ 2510P
Serial # CNF8380NDM — *Date Rec'd.* 9/24/2008 — *Cost* $1,269.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002994972** *Asset #* **73516**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL 2500
Serial # 514CLH1825 — *Date Rec'd.* 6/10/2010 — *Cost* $3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **52977** *Asset #* **74841**
Item: TELEVISION — LG — LCD HDTV 1080P 55 In.
Serial # 007RMAQ6N752 — *Date Rec'd.* 11/1/2010 — *Cost* $5,212.69
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **21123416** *Asset #* **75855**
Item: VAN, CARGO — FORD — ECONOLINE
Serial # 1FTNE2EW1CDA43145 — *Date Rec'd.* 9/9/2012 — *Cost* $19,890.88
Reason for Request: TO BE SOLD AT AUCTION

Property # **54669** *Asset #* **89300**
Item: TELEVISION — SHARP — LC-60EQ10U
Serial # A4077883534 — *Date Rec'd.* 11/5/2014 — *Cost* $1,148.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55310** *Asset #* **94666**
Item: COMPUTER, DESKTOP DELL XPS 8900
Serial # G52Y482 *Date Rec'd.* 5/18/2016 *Cost* $1,062.80
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **56371** *Asset #* **95802**
Item: TABLET, IT MICROSOFT SURFACE PRO 4
Serial # 009170470453 *Date Rec'd.* 5/2/2017 *Cost* $1,100.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55504** *Asset #* **96184**
Item: SWITCH, IT CISCO CATALYST 2960XR-24 PORT
Serial # FDO2103B0N7 *Date Rec'd.* 9/3/2017 *Cost* $3,583.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55523** *Asset #* **96202**
Item: SWITCH, IT CISCO CATALYST 2960XR-24 PORT
Serial # FDO2126B0EW *Date Rec'd.* 9/19/2017 *Cost* $3,583.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55526** *Asset #* **96205**
Item: SWITCH, IT CISCO CATALYST 2960XR-24 PORT
Serial # FDO2126B0EX *Date Rec'd.* 9/19/2017 *Cost* $3,583.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55527** *Asset #* **96206**
Item: SWITCH, IT CISCO CATALYST 2960XR-24 PORT
Serial # FDO2126B0GC *Date Rec'd.* 9/19/2017 *Cost* $3,583.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **56903** *Asset #* **96632**
Item: SERVER, IT DELL POWEREDGE T130
Serial # C30VKH2 *Date Rec'd.* 7/25/2017 *Cost* $2,994.30
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **56904** *Asset #* **96633**
Item: SERVER, IT DELL POWEREDGE T130
Serial # C2R2LH2 *Date Rec'd.* 7/25/2017 *Cost* $2,994.30
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **56905** *Asset #* **96634**
Item: SERVER, IT DELL POWEREDGE T630
Serial # BCD3LH2 *Date Rec'd.* 7/25/2017 *Cost* $12,307.64
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **56907** *Asset #* **96636**
Item: WORKSTATION, COMPUTER DELL OPTIPLEX 5040
Serial # CDNWKH2 *Date Rec'd.* 7/25/2017 *Cost* $1,660.97
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **56908** *Asset #* **96637**
Item: WORKSTATION, COMPUTER DELL OPTIPLEX 5040
Serial # CDMYKH2 *Date Rec'd.* 7/25/2017 *Cost* $1,660.97
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **57269** *Asset #* **97265**
Item: CHAIR, DENTAL BELMONT BEL50N
Serial # VD17K0076 *Date Rec'd.* 4/15/2018 *Cost* $8,348.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **57270** *Asset #* **97266**
Item: CHAIR, DENTAL BELMONT BEL50N
Serial # VD17K0125 *Date Rec'd.* 4/15/2018 *Cost* $8,348.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **58711** *Asset #* **99583**
Item: COMPUTER, LAPTOP MICROSOFT SURFACE PRO 7
Serial # 002561793753 *Date Rec'd.* 3/24/2020 *Cost* $1,602.12
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

(36 detail records) **$205,429.67**

Polk County

Board of County Commissioners

Agenda Item R.4. 6/2/2026

SUBJECT

Resolution providing for the division of proceeds of the six (6) cent Local Option Gas Tax beginning on September 1, 2026.

DESCRIPTION

This Resolution must be filed with the Department of Revenue by July 1st as specified in Florida Statutes 336.025 and Polk County Ordinance No. 87-04. This Resolution provides the allocations for disbursing the proceeds from the County Local Option Gas Tax to the County and the municipalities.

RECOMMENDATION

Adopt Resolution.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

evalle@polkclerkfl.gov

RESOLUTION NO. 26-

WHEREAS, the Board of County Commissioners, Polk County, Florida, is authorized by Ordinance No. 87-04, as adopted on June 23, 1987, to annually adopt a resolution prepared by the Clerk showing the figures used in the formula for the division of the six (6) cent local option gas tax, and each recipient's percentage share of the gas tax for the next twelve-month period beginning September 1 of each year; and

WHEREAS, pursuant to Interlocal Agreements, which were entered into before June 1, 1987, between Polk County and municipalities located in this County, representing a majority of the incorporated area population within the County (the Interlocal Agreement), and on a computation performed using the formula established in paragraph 3, and the figures obtained pursuant to paragraphs 4 and 5 of the Interlocal Agreement and set forth below, the Accountant, Auditor and Clerk and Comptroller to the Board of County Commissioners has computed the division of proceeds of the gas tax set forth below;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida, in regular session duly assembled, that the tax imposed by Polk County Ordinance No. 87-04 shall be divided and distributed by the Florida Department of Revenue to the recipients as follows for the twelve-month period beginning on September 1, 2026:

RECIPIENT	2025 POPULATION	LANE MILES	SHARE OF PROCEEDS
City of Auburndale	21,677	133.70	2.148%
City of Bartow	23,135	217.08	2.632%
City of Davenport	13,993	47.34	1.208%
Town of Dundee	5,847	57.99	0.680%
City of Eagle Lake	6,206	35.00	0.600%
City of Fort Meade	5,179	88.15	0.770%
City of Frostproof	2,993	109.44	0.713%
City of Haines City	44,215	197.46	4.036%
Village of Highland Park	234	4.00	0.035%
Town of Hillcrest Heights	242	4.05	0.036%
City of Lake Alfred	9,038	56.84	0.900%
Town of Lake Hamilton	3,139	51.09	0.456%
City of Lake Wales	17,736	208.36	2.210%
City of Lakeland	124,725	836.00	12.662%
City of Mulberry	4,574	57.00	0.585%
City of Polk City	3,007	47.80	0.432%
City of Winter Haven	60,837	354.92	5.932%
Unincorporated Polk County	500,119	6,235.48	63.965%
TOTALS	**846,896**	**8,741.70**	**100.000%**

ADOPTED on this 16th day of June 2026.

Polk County

Board of County Commissioners

Agenda Item R.5. 6/2/2026

SUBJECT

A Land Remembered Film Project Marketing Partnership ($250,000 one-time expense).

DESCRIPTION

Tobias, LLC has the exclusive rights to produce a film/television series based on the book, “A Land Remembered”. Tobias, LLC is planning to film significant portions of the project in Polk County that will bring economic impact from the cast, crew and associated film officials that are part of the project. As part of the partnership, the county, through PCTSM, will receive marketing and promotional assets, including the permanent homestead structure that can be used as a tourist attraction after filming is complete.

RECOMMENDATION

Approve sponsorship investment of $250,000 that will enable the recruitment and completion of principle filming in Polk County. This funding was approved by the TDC Board at their meeting on April 22, 2026.

FISCAL IMPACT

Funds are available in the Tourism Tax Fund.

CONTACT INFORMATION

Kris Keprios
Sr. Tourism Sales & Marketing Manager
Polk County Tourism & Sports Marketing
863-551-4727
kris@visitcentralflorida.org

Marketing Sponsorship Agreement

THIS MARKETING SPONSORSHIP AGREEMENT (the "Agreement") is entered as of the Effective Date (as defined in Paragraph 3.3.22, below) by and between **Tobias, LLC,** a Florida limited liability company (the "Company"), whose address is 2001 East 2nd Avenue, Unit 26, Tampa, Florida 33605 and **Polk County,** a political subdivision of the State of Florida (the "County"), situated at 330 W. Church Street, Bartow, Florida 33830.

WHEREAS, the Company will produce an independent multi-part television series (the "Project") based on the popular novel "A Land Remembered" written by Patrick D. Smith in 1984; and

WHEREAS, the Company will film the Project predominantly within Polk County, supporting local spending, producing jobs, providing destination marketing content, and long-term tourism infrastructure within Polk County; and

WHEREAS, the County, by and through its Tourism & Sports Marketing Division-("PCTSM") promotes tourism and economic development within Polk County; and

WHEREAS, the County collects revenues pursuant to Section 125.0104, Florida Statutes, the Local Option Tourist Development Act (the "Act"), which it must use according to the requirements contained therein; and

WHEREAS, the Act permits the County to use the collected revenues to promote and advertise tourism in the State of Florida, nationally, and internationally; and

WHEREAS, the Company has requested and the County has agreed to act as a marketing sponsor for the production and corresponding national and international distribution of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties hereby agree, as follows:

ARTICLE 1

OBLIGATIONS OF THE COUNTY

The County shall perform or provide the following to the Company, or shall cause the following to be performed or provided to the Company with respect to the filming and marketing assets:

1.1 Sponsorship. The County will pay the Company a $250,000.00 sponsorship fee in two equal installments of $125,000.00. The first installment payment will be due within 30 days after the Company notifies the County it has completed principal photography Project within Polk County. The second installment payment will be due upon delivery to the County of the Promotional Video pursuant to paragraph 3.1 below.

ARTICLE 2

OBLIGATIONS OF THE COMPANY

The Company shall perform or provide the following to the County, or shall cause the following to be performed or provided to the County:

2.1 Promotional Testimonial Video. On or before sixty (60) days from the completion of principal photography, the_Company will produce and deliver a minimum **three (3) minute**, ready-to-post Project promotional video (the "Promotional Video") in **1920x1080 HD** format. At a minimum the Promotional Video will include the following:

- Testimonials from at least **three (3) above-the-line Project cast or crew members**;
- Direct references to Project filming in **Polk County**; and
- B-roll and behind-the-scenes footage highlighting local locations, community support, and production activity.

Upon delivery, the County shall have an irrevocable perpetual license in and to the Promotional Video and may freely use the Promotional Video in any and all media, worldwide, in whole or in part, and any derivative works created therefrom solely for the County's current and future Visit Central Florida tourism promotion, advertisement, and related marketing uses. The rights granted to the County pursuant to this Section 2.1 shall survive the expiration or any earlier termination of this Agreement.

2.2 MacIvey Homestead Set Construction & Tourism Legacy Asset. To film the Project, the Company will design and construct a **MacIvey Homestead set** (the "Homestead Set"). Upon completion of all Project filming, the Company will convey the Homestead Set, or such portions thereof as the County requests, and at the Company's cost deliver the set to a location the County designates within the geographic boundaries of Polk County, where it can serve as a long-term tourism-forward asset for Polk County. The Company will provide the County a Bill of Sale reasonably acceptable to the County which evidences the conveyance of the Homestead Set to the County, free and clear of all claims, liens, or other encumbrances. Depending upon its use as part of the Project, the Homestead Set will be delivered as either:

- A **permanent structure** built on mutually agreed-upon land within Polk County,

or

- A **moveable set installation** available for future tourism activations and promotional use.

This Homestead Set will provide Polk County with a unique physical landmark

tied to the Project production and future visitor engagement.

2.3 Still Photography Package; Perpetual Promotional Use Rights. Within sixty (60) days after the completion of principal photography,, the Company will deliver to the County at least **twenty (20) professionally captured still photographs** in high resolution digital format which the Project's official set photographer takes during Project production to capture behind-the-scenes activities and Project crew members.

The Company hereby grants the County a perpetual right and irrevocable license to use the photograph images on websites, in printed or video presentations, at trade shows, film festivals, and governmental or community boards for marketing and promotional purposes. The rights granted to the County pursuant to this Section 2.3 shall survive the expiration or any earlier termination of this Agreement.

2.4 Polk County Media Day / Press Activation. The Company will permit the County to host an official **Media Day** at the Project set or another mutually agreeable location within Polk County. The Media Day will occur on a mutually agreeable date during Project production that will not interfere with production operations. The County will invite regional and statewide press to the Media Day and the Company will make the Project producers, directors, key cast members and creative talent available to the press.

2.5 End Credit Recognition & Branding. At the conclusion of each Project episode, the Company will include an end-credit acknowledgment thanking **Polk County and "Visit Central Florida**," and displaying the official County and Visit Central Florida seal/logo which the County will provide to the Company. The acknowledgment will be preceded by the text credit of **"Filmed in Polk County, Florida" or similar mutually agreeable language.** These credits will serve as a permanent promotional identifier tied to the Project's release, distribution, and broadcast (in all formats). The rights granted to the County pursuant to this Section 2.5 shall survive the expiration or any earlier termination of this Agreement.

2.6 Limited Naming Rights. The Company hereby grants the County a perpetual right and irrevocable license to (i) create (at the County's expense) an "A Land Remembered" Project trail at a suitable location within Polk County which shall be mutually agreed upon by Company and the County or (ii) create a traveling exhibit of props from the Project set which the County may display at its Welcome Center, the Polk County History Center, or other venues which promote Florida or Polk County history, or natural and scenic Florida locations. The parties shall separately agree as to the Project props which the Company will provide the County from time to time for such use. The rights granted to the County pursuant to this Section 2.6 shall survive the expiration or any earlier termination of this Agreement.

ARTICLE 3

TERMS AND CONDITIONS

3.1 Intellectual Property Rights

The Company hereby represents and warrants to the County that the Company is the sole owner of all necessary copyright, trademark, and all other intellectual property rights (the "Story Rights") with respect to the Project arising from or associated with "A Land Remembered" written by Patrick D. Smith in 1984 to include without limitation the rights to reproduce, distribute, adapt, and publicly display the Project, together with any adaptations or derivative works, and original characters contained therein. All names, symbols, emblems, designs and colors, logos - whether trademarked, copyrighted, registered or unregistered, arising from or pertaining to the Project are collectively referred to as the "Marks."

In addition to the rights granted to the County in Article 2, above, the Company hereby grants the County a nonexclusive, perpetual right to use, display, and reproduce the Marks in the County's media, advertising, and other promotions of Polk County as a tourist and visitor destination. The County shall only use the Marks as they are designed and colored. The County shall not acquire any ownership or any other interest in the Marks through its permitted use. The rights granted to the County pursuant to this Section 3.1 do not include the right to use the Marks in any other way unless specifically authorized by the Company in writing. The rights granted to the County hereunder shall (i) survive the expiration or any earlier termination of this Agreement; and (ii) be non-assignable and nontransferable in whole or in part without the written authorization of the Company.

3.2 Indemnity

The Company shall be fully responsible for the negligent acts or omissions or any intentional tortious acts of its directors, officers, employees, contractors, volunteers or agents which result in claims, actions, or suits against the County (to include its agents, officials, and employees) to include without limitation claims for trademark, patent, or copyright infringement, and the Company shall be liable, defend (by counsel reasonably acceptable to the County), indemnify, keep, save, and hold harmless the County for any damages, injuries, loss, cost, or expense, including without limitation the costs of investigation, defense, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom, that are proximately caused by said acts or omissions. The Company's obligations stated in this Section 3.2 shall survive the expiration or earlier termination of this Agreement.

3.3 General

1. During the term of this Agreement, the Company shall maintain sufficient levels of liability, casualty, property and all other types of insurance coverages necessary and consistent with the scope of its undertakings, obligations, and responsibilities with respect to the Project. The Company's Commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the Company's indemnity stated in Section 3.2, above.

2. If either party materially defaults in its obligations under this Agreement, then the non-defaulting party shall have the right to (i) immediately terminate this Agreement by delivering written notice to the defaulting party, and (ii) pursue any and all remedies available in law, equity, and under this Agreement.

3. **LIMITATION OF LIABILITY. IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE COMPANY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER 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.**

4. The parties shall comply with all applicable laws and regulations in performance of the terms of this Agreement. Any violation of applicable laws or regulations shall constitute a material breach of this Agreement and shall entitle the nonoffending party to immediately terminate this Agreement upon delivery of written notice of termination to the offending party.

5. If any term or provision, or any portion thereof, of this Agreement, or the application thereof to any person, entity or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

6. The Company and County shall be and act as independent contractors, and under no circumstances shall this Agreement

be construed as one of agency, partnership, or joint venture. Each party shall be solely responsible for the conduct of its respective employees, agents, and volunteers in connection with the performance of its obligations hereunder.

7. Any notice, list, approval, disapproval, or demand required or permitted by any provision of this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when sent by regular mail or by certified mail, return receipt requested, all postage and other charges prepaid, addressed as follows:

   If to Polk County:

   Polk County Tourism & Sports Marketing
   2701 Lake Myrtle Park Road
   Auburndale, FL 33823

   If to Tobias, LLC:

   Tobias, LLC
   2001 E. 2nd Avenue – Unit 26
   Tampa, FL 33605\

   With copies to:

   Gray Schwartz LLP
   207 West 25th Street – 6th Floor
   New York, NY 10001
   Attn.: Jonathan Gray

   Notices shall be effective upon receipt or upon a party's refusal to accept receipt of a notice.

8. This Agreement constitutes the entire agreement between the parties hereto and shall not be amended, except in writing signed by all parties hereto. The parties acknowledge that the parties have negotiated this Agreement at arm's length with adequate representation on an equal basis, and the filing of a suit challenging the negotiated terms of this Agreement by either party shall be deemed a default and this Agreement shall be terminated as provided herein.

9. The titles or headings of the various Articles, sections and paragraphs hereof are intended solely for reference and are not intended, and shall not be deemed, for any purpose whatever to modify, explain or replace any construction upon any provisions of this Agreement.

10. This Agreement is delivered and executed within the State of Florida and shall be construed and enforced in accordance with and governed by the laws thereof. Any litigation with respect to the Agreement 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.

11. The parties may not assign this Agreement, or any rights or obligations hereunder, in whole or in part, without the prior written consent of the other party, which written consent may be withheld for any reason.

12. The Company represents and warrants the following to the County:

    (a) The Company is a limited liability company duly organized and existing in good standing, with full right and authority to transact business within the State of Florida;

    (b) The Company's performance under this Agreement will not violate or breach any contract or agreement to which the Company is a party or is otherwise bound, or any governmental statue, ordinance, rule, or regulation;

    (c) The Company's grant of rights to the County for the uses stated herein will not infringe, misappropriate, or violate a third party's patent, copyright, trademark, or other proprietary or intellectual property rights, or result in the violation of any applicable law or regulation;

    (d) The Company has the full right and authority to enter this Agreement and to perform its obligations in accordance with its terms;

    (e) The Company has no obligation or indebtedness that would impair its ability to fulfill its Agreement obligations; and

    (f) The individual executing this Agreement on behalf of the Company has the full right and authority to do so.

13. Concurrently with its execution of this Agreement, the Company has executed an affidavit which has been signed by an officer or representative of the Company under penalty of perjury attesting that the Company does not use coercion for labor or services as those terms are defined in Florida Statutes, § 787.06, as that statute may be subsequently revised or amended. Failure to provide the required affidavit is a material default of this Agreement. The Company shall provide the County the same type of affidavit upon any renewal or extension of the Agreement as required by Section 787.06.

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

15. A party (the "Affected Party") shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. Within five (5) days after the occurrence of an Event of Force Majeure, the Affected Party shall deliver written notice to the other party describing the event in reasonably sufficient detail and how the event has precluded the Affected Party from performing its obligations hereunder. The Affected 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 Affected 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 Affected 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 Affected 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.

16. The Company acknowledges that (i) the County is subject to the Florida Public Records Law (Chapter 119, Florida Statutes) requiring the County to release public records to members of the public upon request, and (ii) documents, papers and other material pertaining to this Agreement may become part of a "public record" as defined under the Florida Public Records Law which are available for personal inspection and copying by any person. The Company will not disclose any documents or information that is specifically exempt from disclosure pursuant

to the Florida Public Records Law and all other applicable laws.

17. The Company acknowledges and confirms that if the conditions stated in Section 287.133 of the Florida Statutes relating to conviction for a public entity crime applies to the Company, then this Agreement will terminate, be void and of no further effect without need of any action from the County.

18. The Company shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, or national origin and will ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. This provision shall include, but not be limited, to the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

19. The Company shall not employ or utilize unauthorized aliens in the performance of 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). Such violation shall be cause for the County to unilaterally terminate this Agreement.

20. 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.

21. In addition to the parties' respective ability to terminate this Agreement as specifically stated in this Agreement, the County may terminate the Agreement for any reason whatsoever upon delivery of thirty (30) days prior written notice to the Company.

22. The term of this Agreement shall commence on the date (the "Effective Date") of its execution by the County and shall continue thereafter until completion of the parties' obligations hereunder.

23. The Company 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 under this Agreement is contingent upon annual appropriation.

24. In its performance under this Agreement, the Company shall abide by all applicable statutes, ordinances, rules, and regulations including those now in effect and those 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 Company.

25. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions of the Agreement shall remain intact.

26. 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.

27. The recitals listed at the beginning of this Agreement are true and correct and are hereby fully incorporated here.

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 set their hands and seals as of the Effective Date.

ATTEST:

By: _____

CHRISTA BOARINI
Print Name

Its: MANAGER

TOBIAS, LLC
a Florida limited liability company
By: MacIvey LLC, a Florida limited liability company
Its: Manager

By: _____
Todd Wiseman, Jr., Manager

ATTEST:
STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

POLK COUNTY, a political subdivision of the State of Florida

By: _____
Martha Santiago, Ed. D., Chair

Reviewed as to form and legal sufficiency:

By: _____
County Attorney's Office

Polk County

Board of County Commissioners

Agenda Item R.6. 6/2/2026

SUBJECT

SET HEARING: (LDCPAL-2026-5 Text amendment to Section 2.130-B Indian Lakes Estates) modifying policy 2.130-B3.4 of the Comprehensive Plan removing the sewer connection requirement for duplex units in the Residential Low land use designation in Indian Lakes Estates (ILE). ILE is located south of SR 60, north of CR 640 and east of the City of Lake Wales. The suggested hearing dates are for the first reading on June 16, 2026, at 9:15 a.m. and the adoption hearing date on August 18, 2026, at 9:15 a.m.

DESCRIPTION

This is a County-initiated request for an amendment to the Polk County Comprehensive Plan regarding the sewer connection requirement for duplex units in the Residential Low land use designation in Indian Lakes Estates (ILE). ILE is located south of SR 60, north of CR 640 and east of the City of Lake Wales. State law requires one Planning Commission hearing, which will be held on June 3, 2026.

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.

RECOMMENDATION

Request Board set for the first reading on June 16, 2026, at 9:15 a.m. and the adoption hearing date on August 18, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chanda Bennett, AICP

Planning Administrator

Land Development Division

863-534-6484

chandabennett@PolkFL.gov

Polk County

Board of County Commissioners

Agenda Item R.7. 6/2/2026

SUBJECT

SET HEARING: (LDCPAS-2025-36 IT Land Investments CPA) to consider the adoption of a Small-Scale Comprehensive Plan map amendment from Residential Suburban-X (RSX) to Office Center-X (OC) on 1.35± acres in the Suburban Development Area (SDA). The suggested adoption hearing date is June 16, 2026, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located on the north side of Hwy 540A east of Strickland Avenue, west of Crews Lake Road and south of Clubhouse Road, southeast of the City of Lakeland and northwest of the City of Bartow, in Section 14, Township 29, Range 24. State law requires one Planning Commission hearing, which will be held June 3, 2026.

RECOMMENDATION

Request Board set the adoption hearing date for June 16, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Robert Bolton, Planner III

Land Development Division

863-534-6468

robertbolton@PolkFL.gov

Polk County

Board of County Commissioners

Agenda Item R.8. 6/2/2026

SUBJECT

SET HEARING: (LDCPAS-2026-3 Sumner Property Cozart Road CPA) to consider the adoption of a Small-Scale Comprehensive Plan map amendment to change 25.8 +/- acres from Business Park Center (BPC) to Industrial (IND). The suggested adoption hearing date is June 16, 2026, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located north of Cozart Road, east of Highway 37 South, south of the City of Mulberry, east and west of the CSX railroad, in Section 13, Township 30, Range 23. State law requires one Planning Commission hearing, which was held May 3, 2026, with a recommendation for approval 7:0.

RECOMMENDATION

Request Board set the adoption hearing date for June 16, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Mark J. Bennett, AICP, FRA-RA, CNU-A

Senior Planner

Land Development Division

863-534-6455

markbennett@PolkFL.gov <mailto:markbennett@PolkFL.gov%20>

Polk County

Board of County Commissioners

Agenda Item R.9. 6/2/2026

SUBJECT

SET HEARING: (LDCPAS-2026-4 Fort Groves CPA) to consider the adoption of a Small-Scale Comprehensive Plan map amendment to change the land use designation from Phosphate Mining (PM) to Agriculture/Residential-Rural (A/RR). The suggested adoption hearing date is June 16, 2026, at 9:15 a.m.

DESCRIPTION

This is a county-initiated request for property located south of Hutchins Road, west of Old Bowling Green Road, southwest of the City of Fort Meade in Section 17, Township 32, Range 25. State law requires one Planning Commission hearing, which was held May 3, 2026, with a recommendation for approval 7:0.

RECOMMENDATION

Request Board set the adoption hearing date for June 16, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Aleya Inglima, Planner II

Land Development Division

863-534-6764

AleyaInglima@PolkFL.gov <mailto:AleyaInglima@PolkFL.gov%20>

Polk County

Board of County Commissioners

Agenda Item R.10. 6/2/2026

SUBJECT

SET HEARING: (LDCPAS-2026-7 Premier Parking CPA) to consider the adoption of a Small-Scale Comprehensive Plan map amendment to change the land use designation from Business Park Center (BPC) to Industrial (IND). The suggested adoption hearing date is June 16, 2026, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located north of Highway 542 W, east of Recker Highway, south of the City of Auburndale in Section 14, Township 28, Range 25. State law requires one Planning Commission hearing, which was held May 3, 2026, with a recommendation for approval 7:0.

RECOMMENDATION

Request Board set the adoption hearing date for June 16, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Aleya Inglima, Planner II

Land Development Division

863-534-6764

AleyaInglima@PolkFL.gov <mailto:AleyaInglima@PolkFL.gov%20>

Polk County

Board of County Commissioners

Agenda Item R.11. 6/2/2026

SUBJECT

SET HEARING: (LDCPAS-2026-12 East Ft. Meade Parrish Rd. & Keller CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment from Phosphate Mining (PM) to Agriculture/Residential Rural (A/RR) on 19.47± acres in the Rural Development Area (RDA). The suggested adoption hearing date is June 16, 2026, at 9:15 a.m.

DESCRIPTION

This is a county-initiated request for property located south of US Highway 98 E, on the east side of Keller Road, north of Dishong Road and west of Lanier Road, southeast of the City of Fort Meade, in Section 06, Township 32, Range 26. State law requires one Planning Commission hearing, which was held May 3, 2026, with a recommendation for approval 7:0.

RECOMMENDATION

Request Board set the adoption hearing date for June 16, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Robert Bolton, Planner III

Land Development Division

863-534-6468

robertbolton@PolkFL.gov

Polk County

Board of County Commissioners

Agenda Item R.12. 6/2/2026

SUBJECT

SET HEARING: (LDCPAS-2026-13 South Ft. Meade Mt. Pisgah Rd. & Peace River) to consider the adoption of a Small-Scale Comprehensive Plan map amendment from Phosphate Mining (PM) to Agriculture/Residential Rural (A/RR) on 2.0± acres in the Rural Development Area (RDA). The suggested adoption hearing date is June 16, 2026, at 9:15 a.m.

DESCRIPTION

This is a county-initiated request for property located south of Lunn Road, north of Berquest Road, west of the Peace River, southeast of the City of Fort Meade, in Section 02, Township 32, Range 25. State law requires one Planning Commission hearing, which was held May 3, 2026, with a recommendation for approval 7:0.

RECOMMENDATION

Request Board set the adoption hearing date for June 16, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Robert Bolton, Planner III

Land Development Division

863-534-6468

robertbolton@PolkFL.gov

Polk County

Board of County Commissioners

Agenda Item R.13. 6/2/2026

SUBJECT

SET HEARING: (LDCT-2026-12 Text amendment to Chapter 4, Section 402 C - Indian Lakes Estate) Modifying Chapter 4, Section 402.C, of the Land Development Code, conditions for when duplex structures can use septic tanks; to add a use table; add a reference to the Zoning Ordinance; and delete a reference to there being no land use map for Indian Lake Estates (Pre-Dri #2). The suggested hearing dates are for the first reading on June 16, 2026, at 9:15 a.m. and the adoption hearing date on August 18, 2026, at 9:15 a.m.

DESCRIPTION

This is a County-initiated request to amend the Land Development Code, Chapter 4, Indian Lakes Estates. ILE is located south of SR 60, north of CR 640 and east of the City of Lake Wales. State law requires one Planning Commission hearing, which will be held on June 3, 2026.

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.

RECOMMENDATION

Request Board set for the first reading to be on June 16, 2026, at 9:15 a.m. and the adoption hearing date on August 18, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chanda Bennett, AICP

Planning Administrator

Land Development Division

863-534-6484

chandabennett@PolkFL.gov

Agenda Item R.14. 6/2/2026

SUBJECT

SET HEARING: (LDCT-2026-14 Polk City SPA LCCX Text) amending Chapter 5, Green Swamp Area of Critical State Concern, Section 502, Standards for Land Use Districts in the Green Swamp ACSC, Table 5.2, Use Table for Green Swamp ACSC, removing footnote number 1 to allow for Comprehensive Plan Future Land Use Map amendments to the Linear Commercial Corridor-X (LCCX) district; Chapter 10, Definitions, providing for severability. The suggested hearing dates are for the first reading on June 16, 2026, at 9:15 a.m. and the adoption hearing date on July 7, 2026, at 9:15 a.m.

DESCRIPTION

This is a County-initiated request for an LDC text amendment amending Ordinance No. 00-09, as amended, the Polk County Land Development Code, amending Chapter 5, Green Swamp Area of Critical State Concern, Section 502, Standards for Land Use Districts in the Green Swamp ACSC, Table 5.2, Use Table for Green Swamp ACSC, removing footnote number 1 to allow for Comprehensive Plan Future Land Use Map amendments to the Linear Commercial Corridor-X (LCCX) district in the Polk City Special Protection Area of the Green Swamp Area of Critical State Concern; Providing for Severability; providing an Effective Date. State law requires one Planning Commission hearing, which will be held on June 3, 2026.

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.

RECOMMENDATION

Request Board set the first reading on June 16, 2026, at 9:15 a.m. and the adoption hearing date on July 7, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Robert Bolton, Planner III

Land Development Division

863-534-6468

robertbolton@PolkFL.gov

Polk County

Board of County Commissioners

Agenda Item R.15. 6/2/2026

SUBJECT

Accept Performance Surety in the amount of $770,010.30 in the form of Performance Bond No. LICX1988986 for Crosswinds East Turn Lanes. (No Fiscal Impact)

DESCRIPTION

This request is to accept Performance Surety Bond No. LICX1988986 in the amount of $770,010.30 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. LICX1988986 in the amount of $770,010.30 for Crosswinds East Turn Lanes.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Juana Bustos

Land Development

863-534-6493

juanabustos@polkfl.gov <mailto:juanabustos@polkfl.gov>

COMMERCIAL PERFORMANCE BOND

Bond No. LICX1988986

KNOWN ALL MEN BY THESE PRESENTS, That we, Crosswinds East Community Development District, as Principal, and Lexon Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Texas and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the aggregate sum of Seven Hundred Seventy Thousand, Ten & 30/100 ($ 770,010.30) 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 Crosswinds East Phase 1 project located at Polk County, Florida (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 _____, 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:

Lexon Insurance Company
12890 Lebanon Road
Mt Juliet, TN 37122

The Principal:

Crosswinds East Community Development District
219 Livingston Street
Orlando, FL 32801

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 14th DAY OF May, 2026,
(the date of issue by the Surety).

PRINCIPAL:

Crosswinds East Community Development District
Name of Corporation

By:

Warren K Heath
Printed Name
Title: Chairman
(SEAL)

Witness

Lindsey Roden
Printed Name

Witness

Kristin Cassidy
Printed Name

SURETY:

Lexon Insurance Company
Name of Corporation

By:

James I. Moore
Printed Name
Title: Attorney-in-fact
(SEAL)

Witness

Maria A. Gonzalez
Printed Name

Witness

Martin Moss
Printed Name

(Attach power of attorney)

State of Illinois
} ss.
County of DuPage

On May 14, 2026, before me, Maria A. Gonzalez, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of Lexon Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 25, 2026

Maria A. Gonzalez, Notary Public

OFFICIAL SEAL
MARIA A GONZALEZ
NOTARY PUBLIC, STATE OF ILLINOIS
WILL COUNTY
MY COMMISSION EXPIRES 09/25/2026

Commission No. 882909

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: Richard M. Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M. Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M. Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M. Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public – My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

   and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 14th day of May 2026.

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

ENGINEERS OPINION OF PROBABLE COST
POWER LINE ROAD CROSSWINDS EAST TURN LANES

	Pay Item No.	Description	Unit	Unit Cost	Quantity	Cost
1		**GENERAL**				
	0101 1	MOBILIZATION	LS	10%	1.0	$ 60,870.38
	0102 1	MAINTENANCE OF TRAFFIC	LS	5%	1.0	$ 30,435.19
					SUBTOTAL	$91,305.57
2		**ROADWAY**				
	0104 14	PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	LS	$ 11,477.44	1.0	$ 11,477.44
	0110 1 1	CLEARING & GRUBBING	AC	$ 29,589.20	5.6	$ 166,587.20
	0120 1	REGULAR EXCAVATION	CY	$ 8.70	486.0	$ 4,228.20
	0120 6	EMBANKMENT	CY	$ 10.63	18.0	$ 191.34
	0160 4	TYPE B STABILIZATION	SY	$ 11.99	1,842.0	$ 22,085.58
	0285706	OPTIONAL BASE, BASE GROUP 06	SY	$ 18.33	1,086.0	$ 19,906.38
	0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	$ 3.41	6,066.0	$ 20,685.06
	0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	$ 139.85	152.0	$ 21,257.20
	0337 7 82	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-9.5, PG 76-22	TN	$ 299.21	389.6	$ 116,578.20
	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	$ 61.96	706.0	$ 43,743.76
	0570 1 2	PERFORMANCE TURF, SOD	SY	$ 5.55	19,505.0	$ 108,252.75
					SUBTOTAL	$534,993.11
3		**SIGNING AND MARKING**				
	0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	$ 587.76	4.00	$ 2,351.04
	0700 1 60	SINGLE POST SIGN, REMOVE	AS	$ 97.34	6.00	$ 584.04
	0700142141	ENHANCED HWY SIGN ASSEMBLY, SOLAR POWERED, F&I GROUND MOUNT, W/HIGHLIGHTED SIGN <12 SF, UP TO 12 SF OF STATIC PANELS	EA	$ 9,700.00	4.00	$ 38,800.00
	0706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	$ 4.72	180.00	$ 849.60
	0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	$ 17,002.73	1.00	$ 17,002.73
	0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	$ 8.07	65.00	$ 524.55
	0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	$ 2,945.76	0.05	$ 147.29
	0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	$ 85.33	4.00	$ 341.32
	0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	$ 5.59	108.00	$ 603.72
	0711 11241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	GM	$ 3,038.18	0.02	$ 60.76
	0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	$ 5,496.60	1.10	$ 6,046.26
	0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	$ 5,423.20	1.18	$ 6,399.38
					SUBTOTAL	$73,710.69
					TOTAL	$700,009.36
					10%	$70,000.94
					GRAND TOTAL	**$770,010.30**

SOURCE: FDOT ITEM AVERAGE UNIT COST AREA 8 (03/01/2025-02/28/2026) *AS GUIDE*

Stephen P DiCiero

Stephen P. DiCiero, P.E.

FL PE No. 89129

3/26/2026

STEPHEN P. DICIERO LICENSE No 89129 STATE OF FLORIDA PROFESSIONAL ENGINEER

Polk County

Board of County Commissioners

Agenda Item R.16. 6/2/2026

SUBJECT

Approve the release of a cash surety in the amount of $54,142.76 for Providence Blvd. Collector Road, Phase 2-B. (No Fiscal Impact)

DESCRIPTION

On March 7, 2023, the Board accepted a cash surety in the amount of $54,142.76. A warranty inspection was performed on April 14, 2026, 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 the cash surety in the amount of $54,142.76.

RECOMMENDATION

Request Board approve the release of the cash surety in the amount of $54,142.76 for Providence Blvd. Collector Road, Phase 2-B.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

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: Providence Blvd Collector Rd Ph 2-B – LDSUR-2022-24	
Road Name:	
Engineering Firm / Engineer of Record: Mark Wilson, P.E. – Kimley Horn and Associates	
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: $54,142.76	
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: 4/14/2026	

Kimley»Horn

May 20, 2022

Mr. Greg Hentschel, P.E.,
Polk County Engineering
Polk County Land Development
330 West Church Street
Bartow, FL 33830

RE: Providence Blvd Phase 2
PCU #: LDNON-2021-145 LDSUR-2022-24

Dear Mr. Hentschel:

Based on the Contractor's Schedule of Values, as listed below the Maintenance, Materials, and Workmanship Warranty or Bond for Water, Reclaim Water and Sewer Improvements to be owned and maintained by PCU for Providence should be $54,142.76.

POTABLE WATER	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
Fire Hydrant Assembly, Complete Including Branch Valve	3	EA	$ 4,973.12	$ 14,919.36
6" PVC, AWWA C-900, DR 18, Blue	31	LF	$ 14.80	$ 458.80
6" Gate Valve Assembly, Complete	1	EA	$ 1,741.19	$ 1,741.19
8" PVC, AWWA C-900, DR 18, Blue	177	LF	$ 19.69	$ 3,485.13
8" Gate Valve Assembly, Complete	2	EA	$ 2,080.93	$ 4,161.86
10" PVC, AWWA C-900, DR 18, Blue	148	LF	$ 25.70	$ 3,803.60
10" DIP, Pressure Class 350 Cement-Lined, Bituminous Coated	48	LF	$ 43.42	$ 2,084.16
10" Gate Valve Assembly, Complete	1	EA	$ 2,879.50	$ 2,879.50
16" PVC, AWWA C-905, DR 25, Blue	3416	LF	$ 46.57	$ 159,083.12
16" Gate Valve Assembly, Complete	8	EA	$ 7,957.72	$ 63,661.76
TOTAL POTABLE WATER				**$ 256,278.48**

WASTEWATER	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
12" PVC, AWWA C-900, DR 18, Green	3398	LF	$ 31.08	$ 105,609.84
12" Gate Valve Assembly, Complete	4	EA	$ 3,392.98	$ 13,571.92
TOTAL WASTEWATER				**$ 119,181.76**

RECLAIMED WATER	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
12" PVC, AWWA C-900, DR 18, Purple	3810	LF	$ 30.94	$ 117,881.40
12" Gate Valve Assembly, Complete	16	EA	$ 3,005.37	$ 48,085.92
TOTAL RECLAIMED WATER				**$ 165,967.32**

Project Total	**$**	**541,427.56**
10%	**$**	**54,142.76**

Should you have any questions or require additional information, please contact me at 863-226-6863 or marke.wilson@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC

Mark E. Wilson, P.E.
Senior Project Manager

Agenda Item R.17. 6/2/2026

SUBJECT

Accept Fox Branch Off-Site Improvements for potable water, wastewater and reclaim water utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

DESCRIPTION

Fox Branch Off-Site Improvements is an infrastructure project associated with a residential development. This project received construction plan approval from Polk County on November 22, 2022, and is located in the Northwest Regional Utility Service Area in S-09, T-27, R-23, and is located on Kathleen in Lakeland, Florida. All requirements for acceptance of the Fox Branch Off-Site Improvements for potable water, wastewater and reclaim water utility system improvements have been met. The Land Development Division has reviewed all the documentation presented and recommends acceptance of these improvements.

RECOMMENDATION

Request Board accept the potable water, wastewater and reclaim water utility system improvements for Fox Branch Off-Site Improvements for ownership, operation, and maintenance responsibilities by Polk County Utilities.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

UTILITIES DIVISION_LAND DEVELOPMENT DIVISION
SYSTEM ACCEPTANCE FISCAL INFORMATION SHEET
(Auditing submittal with supporting documentation after Board acceptance of systems)

PROJECT INFORMATION

Project Name:	Fox Branch Off-Site Improvements		
County Project DMS #	LDNON-2021-132	PCUMD Project #	2021-16-30-0
Developer Name:	Forestar (USA) Real Estate Group Inc		
Developer Address:	1064 Greenwood Blvd. Suite 200		
	Lake Mary, FL 32746		
Contact Person & Phone No.	Alex Madison (407) 850-3033		

SYSTEM(S) ACCEPTED BY UTILITIES DIVISION

Wastewater:	X	Reclaimed Water:	X	Potable Water:	X
Commencement Date of County Operation of System(s):				09/12/26	
Date of Acceptance by Board of County Commissioners:				06/02/26	

SYSTEM VALUE AND REIMBURSEMENT INFORMATION

System Value			
	On Site	Off Site	
Wastewater*	$620,067.98	$0.00	$620,067.98
Reclaimed Water*	$1,114,612.66	$0.00	$1,114,612.66
Potable Water*	$985,371.91	$0.00	$985,371.91
Land**	$0.00	$0.00	
Total system value			$2,720,052.55

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	$2,720,052.55
Total connection fee reimbursement	$0.00
Total cash reimbursement	
System contribution value****	$2,720,052.55

*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: 05/13/26

SVC 3/17/2016

CHAPTER 2 **DEVELOPMENT COORDINATION** **Section 250-E**

Engineer of Record's Letter of Certification

Project: Fox Branch Offsite

PCU Project No.: LDNON-2021-132

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: 4/21/2026

Engineer's Typed Name: Christopher J. Allen, P.E.

Florida P. E. Registration Number: 77719

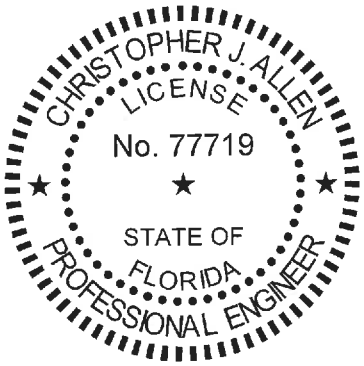
Engineer's Firm Name: Dewberry Engineers Inc.

Engineer's Mailing Address:
800 North Magnolia Avenue, Suite 1000
Orlando, FL 32803

Engineer's Physical Address:
800 North Magnolia Avenue, Suite 1000
Orlando, FL 32803

Telephone Number: 321-354-9739

Fax Number:



This item has been digitally signed and sealed by Christopher J Allen PE on the date adjacent to the seal.

The signature must be verified on any electronic copies.

Digitally signed by Christopher J Allen
Date: 2026.04.21 13:25:04-04'00'

CHAPTER 2 **DEVELOPMENT COORDINATION** **Section 250-F**

Contractor's Letter of Certification

Project: Fox Branch Offsite

PCU Project No.: LDNON-2021-132

I, as the CONTRACTOR for the above subject project, hereby certify to PCU that the Water ☒, wastewater ☒, and/or reclaimed water ☒ system (check all that apply) constructed as part of, and in conjunction with the above subject project are completed and in conformance with the Construction Plans approved by PCU, and State of Florida construction permit conditions. These utility systems are complete, functional, ready to be placed into operation to provide service to the public, and ready for County acceptance for PCU to take ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all utility system information, to include: each and every water, wastewater, and reclaimed water service, tap, clean-out, valve, fire hydrant, fitting, casing, and pipe referenced either from at least two fixed and easily found reference points (e.g., property corners, manhole lids, valve lids, etc.) or by the use of stations and offsets from the center of wastewater manholes or inline valves, as applicable. Depths, material specifications, and sizes of pipes, valves, and fittings are indicated on the Record Drawings. Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat. Horizontal dimensions and distances shown are within 0.1 foot accuracy. Vertical dimensions, elevations, and distances are within 0.1 foot accuracy.

All construction materials and workmanship is warranted for one (1) calendar year from the date of acceptance by the Board of County Commissioners.

Contractor's Signature Date: 04/21/2026

Contractor's Typed Name: Patrick Braisted

Florida License Number: CGC040393

Contractor's Firm Name: Tucker Paving Inc.

Contractor's Mailing Address:
5658 Lucerne Park Road
Winter Haven, FL 33881

Contractor's Physical Address:
5658 Lucerne Park Road
Winter Haven, FL 33881

Telephone Number: 863-299-2262

Fax Number:

Developer's Letter of Dedication & Statement of Warranty

Project: Fox Branch Offsite

PCU Project No.: LDNON-2021-132

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: 4/20/2026

Developer's Typed Name: Alex Madison

Developer's Firm Name: Forestar (USA) Real Estate Group Inc.

Telephone Number: 407-850-3033 Fax Number:

Developer's Mailing Address: 1064 Greenwood Blvd. Suite 200

Lake Mary FL 32746

Developer's Physical Address: 1064 Greenwood Blvd. Suite 200

Lake Mary FL 32746

Water System Schedule of Values

Date: 4/20/26
Contractor: Tucker Paving Inc.
Project: Fox Branch Offsite
PCU Project No.: LDNON-2021-132

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long				
2	Single Service, Short	1		$1612.49	$1,612.49
3	Double Service, Long				
4	Double Service, Short				
5	Blow-Off Assembly, Complete	4		$13,124.95	$52,499.80
6	Fire Hydrant Assembly, Complete Including Branch Valve				
7					
8					
9					
10	4" PVC, AWWA C-900, DR 18, Blue				
11	4" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
12	4" Gate Valve Assembly, Complete				
13	4" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
14	4" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
15	4" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
16	4" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
17	4" Tee, CI, C153, Cement-Lined, Bituminous Coated				
18	4" Cross, DI, C153, Cement-Lined, Bituminous Coated				
19					
20	4" HDPE				
21					
22	6" PVC, AWWA C-900, DR 18, Blue				
23	6" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
24	6" Gate Valve Assembly, Complete				

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
25	6" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
26	6" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
27	6" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
28	6" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
29	6" Tee, DI, C153, Cement-Lined, Bituminous Coated				
30	6" Cross, DI, C153, Cement-Lined, Bituminous Coated				
31					
32	6" HDPE				
33					
34	8" PVC, AWWA C-900, DR 18, Blue				
35	8" DIP, Pressure Class 350 Cement-Lined, Bituminous Coated				
36	8" Gate Valve Assembly, Complete				
37	8" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
38	8" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
39	8" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
40	8" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
41	8" Tee, DI, C153, Cement-Lined, Bituminous Coated				
42	8" Cross, DI, C153, Cement-Lined, Bituminous Coated				
43					
44	8" HDPE				
45					
46	10" PVC, AWWA C-900, DR 18, Blue				
47	10" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
48	10" Gate Valve Assembly, Complete				
49	10" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
50	10" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
51	10" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
52	10" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
53	10" Tee, DI, C153, Cement-Lined, Bituminous Coated				
54	10" Cross, DI, C153, Cement-Lined, Bituminous Coated				
55					
56	10" HDPE				
57					
58	12" PVC, AWWA C-900, DR 18, Blue	280		$96.85	$27,118.00
59	12" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
60	12" Gate Valve Assembly, Complete	7		$5,295.97	$37,071.79
61	12" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	2		$958.59	$1,917.18
62	12" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	28		$1,211.90	$33,933.20
63	12" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	27		$1,265.40	$34,165.80
64	12" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
65	12" Tee, DI, C153 Cement-Lined, Bituminous Coated	1		$1,789.65	$1,789.65
66	12" Cross, DI, C153, Cement-Lined, Bituminous Coated				
67					
68	12" HDPE	5740		$138.55	$795,277.00
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: $ 985,371.91

Reviewer: Date:

Comments

RECLAIMED WATER SCHEDULE OF VALUES

Date: 4/20/26

Contractor: Tucker Paving Inc.

Project: Fox Branch Offsite

PCU Project No.: LDNON-2021-132

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	4		$13,124.95	$52,499.80
6					
7					
8					
9					
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	320.00		$100.10	$32,032.00
59	12" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
60	12" Gate Valve Assembly, Complete	8		$5,938.46	$47,507.68
61	12" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	2		$1,493.65	$2987.30
62	12" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	16		$1,440.16	$23,042.56

CHAPTER 6 **RECLAIMED WATER** **Section 650-F**

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	36		$1,493.65	$53,771.40
64	12" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	2		$1,136.13	$2,272.26
65	12" Tee, DI, C153, Epoxy-Lined, Bituminous Coated	2		$2,063.63	$4,127.26
66	12" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
67					
68	12" HDPE	6410		$139.84	$896,374.40
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: $ 1,114,612.66

Reviewer: Date:

Comments

CHAPTER 5 **WASTEWATER** **Section 550-J**

Wastewater System Schedule of Values

Date: 4/20/26
Contractor: Tucker Paving Inc.
Project: Fox Branch Offsite
PCU Project No.: LDNON-2021-132

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long				
2	Single Service, Short	1		$7,507.44	$7,507.44
3	Double Service, Long				
4	Double Service, Short				
5	8" PVC, SDR-26, 0'-6' deep				
6	8" PVC, SDR-26, 6'-8' deep				
7	8" PVC, SDR-26, 8'-10' deep				
8	8" PVC, SDR-26, 10'-12' deep				
9	8" PVC, SDR-26, 12'-14' deep				
10	8" PVC, SDR-26, 14'-16' deep				
11	10" PVC, SDR-26, 0'-6' deep				
12	10" PVC, SDR-26, 6'-8' deep				
13	10" PVC, SDR-26, 8'-10' deep				
14	10" PVC, SDR-26, 10'-12' deep				
15	10" PVC, SDR-26, 12'-14' deep				
16	10" PVC, SDR-26, 14'-16' deep				
17	12" PVC, SDR-26, 0'-6' deep				
18	12" PVC, SDR-26, 6'-8' deep				
19	12" PVC, SDR-26, 8'-10' deep				
20	12" PVC, SDR-26, 10'-12' deep				
21	12" PVC, SDR-26, 12'-14' deep				
22	12" PVC, SDR-26, 14'-16' deep				
23	15" PVC, SDR-26, 0'-6' deep				
24	15" PVC, SDR-26, 6'-8' deep				
25	15" PVC, SDR-26, 8'-10' deep				
26	15" PVC, SDR-26, 10'-12' deep				
27	15" PVC, SDR-26, 12'-14' deep				
28	15" PVC, SDR-26, 14'-16' deep				
29	Standard Precast Manhole with Ring and Cover, 0'-6' deep				

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
30	Standard Precast Manhole with Ring and Cover, 6'-8' deep				
31	Standard Precast Manhole with Ring and Cover, 8'-10' deep				
32	Standard Precast Manhole with Ring and Cover, 10'-12' deep				
33	Standard Precast Manhole with Ring and Cover, 12'-14' deep				
34	Standard Precast Manhole with Ring and Cover, 14'-16' deep				
35	Pump Station, Duplex Complete				
36	Pump Station, Triplex Complete				
37	Standby Generator Set				
38	Odor Control System				
39					
40					
41	4" PVC, AWWA C-900, DR 18, Green				
42	4' DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
43	4" Gate Valve Assembly, Complete				
44	4" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
45	4" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
46	4" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
47	4" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
48	4" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
49	4" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
50					
51	4" HDPE				
52					

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
53	6" PVC, AWWA C-900, DR 18, Green				
54	6" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
55	6" Gate Valve Assembly, Complete				
56	6" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
57	6" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
58	6" 45 Degree Bend, DI, C153 Epoxy-Lined, Bituminous Coated				
59	6" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
60	6" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
61	6" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
62					
63	6" HDPE				
64					
65	8" PVC, AWWA C-900, DR 18, Green	260		$62.57	$16,315.00
66	8" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
67	8" Gate Valve Assembly, Complete	7		$3,410.38	$23,872.66
68	8" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	3		$1,176.78	$3,530.34
69	8" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	18		$1,225.74	$22,063.32
70	8" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	28		$1,205.66	$33,758.48
71	8" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	1		$1,116.51	$1,116.51
72	8" Tee, DI, C153, Epoxy-Lined, Bituminous Coated	1		$1,613.35	$1,613.35

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
73	8" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
74					
75	8" HDPE	6303		$80.96	$510,290.88
76					
77	10" PVC, AWWA C-900, DR 18, Green				
78	10" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
79	10" Gate Valve Assembly, Complete				
80	10" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
81	10" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
82	10" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
83	10" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
84	10" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
85	10" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
86					
87	10" HDPE				
88					
89	12" PVC, AWWA C-900, DR 18, Green				
90	12" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
91	12" Gate Valve Assembly, Complete				
92	12" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
93	12" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
94	12" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
95	12" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
96	12" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
97	12" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
98					
99	12" HDPE				

Total Constructed Value: $ 620,867.98

Reviewer: Date:

Comments

SCADA Panel I/O Listing

Type 1 Control Panel

Typical Hardwired I/O Description	Digital Inputs	Digital Outputs	Analog Inputs	Analog Outputs
Control Power Alarm	1			
Control Valve Closed	1			
Control Valve Open	1			
Station Power Alarm	1			
Intrusion Alarm	1			
Main Surge Suppressor Fail	1			
Control Panel Surge Suppressor Fail	1			
UPS Fail	1			
Flow			1	
Pressure Influent			1	
Pressure Effluent			1	
Control Valve Position Feedback			1	
Control Valve Position Command				1
Used I/O	**8**	**0**	**4**	**1**
Estimated Spare I/O	**8**	**0**	**4**	**3**
TOTAL HARDWIRED I/O	**16**	**0**	**8**	**4**

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Marty Waring, Inspector

Project Name: Fox Branch Off-Site Improvements

Project #: LDNON-2021-132

DATE: 9/12/2026

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.18. 6/2/2026

SUBJECT

Accept a one-year warranty and surety in the amount of $606,890.09 in the form of Maintenance Bond No. 0270992 Fox Branch Ranch Off-Site Improvements. (No Fiscal Impact)

DESCRIPTION

This request is to accept a one-year warranty and surety in the amount of $606,890.09 in the form of Maintenance Bond No. 0270992, which represents 10% of the cost of the publicly dedicated infrastructure for ownership, operation and maintenance responsibilities for Fox Branch Ranch Off-Site Improvements 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 June 2, 2026 and ends on June 2, 2027.

RECOMMENDATION

Request Board accept a one-year warranty expiring on June 2, 2027 and a Maintenance Bond in the amount of $606,890.09 for Fox Branch Ranch Off-Site Improvements.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

COMMERCIAL MAINTENANCE BOND

Bond No. 0270992

KNOWN ALL MEN BY THESE PRESENTS, That we, Forestar (USA) Real Estate Group Inc., as Principal, and Berkley Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of DE 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 Six Hundred Six Thousand Eight Hundred Ninety and 09/100 ($606,890.09) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") for the Fox Branch Off-Site Improvements as filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of One (1) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect"); and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:

Berkley Insurance Company
475 STEAMBOAT ROAD
GREENWICH, CT 06830

The Principal at:

Forestar (USA) Real Estate Group Inc.
2221 E Lamar Blvd, Suite 790
Arlington, TX 76006

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 19th day of August, 2025.

B Branson
Witness

B Branson
Printed Name

Witness

Joshua Travis
Printed Name

PRINCIPAL:

Forestar (USA) Real Estate Group Inc.
Name of Corporation

By:

Alex Madison
Printed Name

Title: Division President

(SEAL)

Witness

Bryan Caneschi
Printed Name

Witness

Jynell Whitehead
Printed Name

SURETY:

Berkley Insurance Company
Name of Corporation

By:

Noah William Pierce
Printed Name

Title: Attorney-In-Fact

(SEAL)

BERKLEY INSURANCE COMPANY CORPORATE SEAL DELAWARE

(Attach power of attorney)

No. BI-7756m-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Noah William Pierce or Jynell Marie Whitehead of Willis Towers Watson Southeast, Inc. of Tampa, FL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28th day of November, 2023.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:
By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 28th day of November, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 19th day of August, 2025.

_____
Vincent P. Forte

FOX BRANCH Off-Site Improvements (LDNON-2021-132)

Polk County

Maintenance Bond - Schedule of Values

Dewberry

Date: 6/9/2025

Rev'd Date:

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
Asphalt & Base				**$688,268.02**
12" Stabilized Subgrade	SY	9516.000	$22.19	$211,160.04
8" Crushed Concrete Base	SY	8494.000	$29.59	$251,337.46
2" SP-9.5 Asphalt (FDOT - 40% RAP)	SY	8494.000	$26.58	$225,770.52
Roadway Restoration				**$148,413.41**
Open Cut & Repair Road (140 SY 2" ACSC & Flowable 1510 Mill & Resurface)	LS	1.000	$120,109.89	$120,109.89
Open Cut & Repair Sidewalk (11 5LFx5 4" swk)	LS	1.000	$7,347.72	$7,347.72
Open Cut & Repair Conc Apron (510 SF x 6")	LS	1.000	$8,100.02	$8,100.02
Bahia Sod - Disturbed RW	SY	3401.000	$3.78	$12,855.78
Pavement Markings & Signage				**$68,991.62**
Pavemant Markings & Signage	LS	1.000	$68,991.62	$68,991.62
Concrete				**$637,595.87**
F Curb	LF	2923.000	$47.96	$140,187.08
3' Valley Curb	LF	217.000	$64.59	$14,016.03
6" Concrete Aprons	SF	2568.000	$12.91	$33,152.88
4' CIP Gravity Wall (Scheme II)	LF	1398.000	$322.06	$450,239.88
Guardrail				**$120,699.12**
Guardrail (FDOT Index 536-001)End Anchors	LF	1393.000	$81.84	$114,003.12
End Anchors Approach	EA	1.000	$3,888.00	$3,888.00
End Anchors Approach	EA	1.000	$2,808.00	$2,808.00

FOX BRANCH Off-Site Improvements (LDNON-2021-132)

Polk County

Maintenance Bond - Schedule of Values

Dewberry

Date: 6/9/2025

Rev'd Date:

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
Storm System				**$771,236.63**
24" X 38" ERCP Storm Pipe	LF	132.000	$253.07	$33,405.24
19" X 30" ERCP Storm Pipe	LF	490.000	$178.96	$87,690.40
14" X 23" ERCP Storm Pipe	LF	330.000	$122.32	$40,365.60
30" RCP Storm Pipe	LF	127.000	$181.18	$23,009.86
24" RCP Storm Pipe	LF	80.000	$125.89	$10,071.20
18" RCP Storm Pipe	LF	1871.000	$88.47	$165,527.37
24" X 38" ERCP Mitered End Section	EA	2.000	$5,976.44	$11,952.88
19" X 30" ERCP Mitered End Section	EA	6.000	$4,445.74	$26,674.44
14" X 23" ERCP Mitered End Section	EA	6.000	$3,730.80	$22,384.80
30" RCP Mitered End Section	EA	1.000	$6,921.03	$6,921.03
24" RCP Mitered End Section	EA	3.000	$4,445.74	$13,337.22
18" RCP Mitered End Section	EA	21.000	$3,808.34	$79,975.14
Type C Inlet	EA	2.000	$7,107.97	$14,215.94
Type D Control Structure	EA	2.000	$10,750.08	$21,500.16
Type P-6 Curb Inlet	EA	16.000	$8,623.03	$137,968.48
Type P Storm Manhole	EA	3.000	$7,670.42	$23,011.26
24""X 38" Double Headwall	EA	1.000	$5,074.56	$5,074.56
19" X 30" Double Headwall	EA	3.000	$4,210.32	$12,630.96
14" X 23" Single Headwall	EA	1.000	$3,504.75	$3,504.75
12" PVC Syorm Pipe	LF	71.000	$71.17	$5,053.07
12" Yard Drain	EA	2.000	$2,566.97	$5,133.94
Storm Manhole - 12' Depth	EA	1.000	$11,841.76	$11,841.76
CIP 24" X 38" ERCP Double Endwall	EA	1.000	$9,986.57	$9,986.57
Forcemain				**$776,932.22**
24" Lateral Connect	EA	1.000	$7,507.44	$7,507.44
8" DR18 Force Main Green Pipe	LF	2271.000	$62.75	$142,505.25
Misc Fittings	LS	1.000	$68,840.21	$68,840.21
8" MJ Gate Valve W/Box/Tag	EA	10.000	$3,410.38	$34,103.80
ARV Valve/Box/Tag W/Vault	EA	9.000	$13,473.36	$121,260.24
10" Directional Bore	LF	4334.000	$92.92	$402,715.28

FOX BRANCH Off-Site Improvements (LDNON-2021-132)

Polk County

Maintenance Bond - Schedule of Values

Dewberry

Date: 6/9/2025

Rev'd Date:

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
Potable Water				**$1,329,150.91**
12" Lateral Connect	EA	1.000	$1,612.49	$1,612.49
12" DR18 Water Main	LF	1737.000	$96.85	$168,228.45
Misc Fittings	LS	1.000	$67,917.06	$67,917.06
12" MJ Gate Valve W/Box/Tag	EA	10.000	$5,295.97	$52,959.70
ARV Valve W/Vault	EA	8.000	$13,124.45	$104,995.60
12" DIP Water Main	LF	311.000	$127.62	$39,689.82
16" Directional Bore	LF	3983.000	$218.59	$870,643.97
Fire Hydrant Assembly	EA	2.000	$9,157.22	$18,314.44
Sample Point	EA	3.000	$1,596.46	$4,789.38
Reclaim Water				**$1,476,186.23**
12" Lateral Connect	EA	1.000	$1,713.93	$1,713.93
12" DR18 Reclaimed Water Pipe	LF	2360.000	$100.10	$236,236.00
Misc Fittings	LS	1.000	$112,925.41	$112,925.41
12" MJ Gate Valve W/Box/Tag	EA	10.000	$5,938.46	$59,384.60
ARV Valve W/Vault	EA	9.000	$13,124.45	$118,120.05
16" Directional Bore	LF	4336.000	$218.59	$947,806.24
SOD & Hydrograss				**$51,426.90**
Bahia Sod - Pond Side Slopes	SY	13605.000	$3.78	$51,426.90
TOTAL				**$ 6,068,900.93**
POLK COUNTY MAINTENANCE BOND @ 10%				**$ 606,890.09**

CHRISTOPHER J ALLEN LICENSE No. 77719 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Christopher J Allen
Reason: This item has been digitally signed and sealed by Christopher J Allen 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.
Date: 2025.06.19 09:26:52-04'00'

Christopher J Allen, P.E. Florida Registration No. 77719 Date

Project Manager

Dewberry Engineers Inc.

800 N. Magnolia Ave. Ste. 1000

Orlando, Florida 32803

Certificate of Authorization No. 8794

Florida's Crossroads of Opportunity

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

POLK COUNTY

Board of County Commissioners

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Marty Waring, Inspector

Project Name: Fox Branch Off-Site Improvements

Project #: LDNON-2021-132

DATE: 9/12/2026

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.19. 6/2/2026

SUBJECT

Approve the release of a surety in the amount of $3,350,165.18 in the form of Performance Bond No. 0266208 for Fox Branch Ranch Phase 1. (No Fiscal Impact)

DESCRIPTION

On March 18, 2025, the Board accepted a performance surety bond in the amount of $3,350,165.18 for miscellaneous construction items. An inspection was performed on January 29, 2026, 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. 0266208 in the amount of $3,350,165.18.

RECOMMENDATION

Request Board approve the release Performance Bond No. 0266208 in the amount of $3,350,165.18 for Fox Branch Ranch Phase 1.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

PERFORMANCE BOND Bond No. 0266208

KNOWN ALL MEN BY THESE PRESENTS, that We, Forestar (USA) Real Estate Group INC. as Principal, and Berkley Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of _____ 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 Three Million Three Hundred Fifty Thousand One Hundred Sixty Five and 18/100 ($3,350,165.18) 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 Fox Branch Ranch Phase 1 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 July 30, 2025 (the "Guaranty Period"), as verified by Polk County's Land Development Division, then upon approval by the Obligee this Bond shall be null and void.

2. The Surety unconditionally covenants and agrees that if the Principal fails to complete all or any part of the Improvements within the Guaranty Period, the Surety, upon written notice from the Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

3. Alternatively, the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and the Surety shall pay the Obligee said amount within thirty (30) days of Obligee's written notification, for Obligee to construct, or caused to be constructed the Improvements if the Principal should fail or refuse to do so.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including court costs and attorney's fees, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed Improvements, or the plans, specifications and schedules covering same, shall in any way affect the Surety's obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed Improvements or the plans, specifications and schedules.

6. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes in address:

The Surety at:

Berkley Insurance Company
475 STEAMBOAT ROAD
GREENWICH, CT 06830

The Principal at:

Forestar (USA) Real Estate Group INC.
2221 E Lamar Blvd, Suite 790
Arlington, TX 76006

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 7th DAY OF January, 2025,
(the date of issue by the Surety).

PRINCIPAL:

Witness

Joshua Tains
Printed Name

Witness

Printed Name

Forestar (USA) Real Estate Group INC.
Name of Corporation

By:

Alex Madison
Printed Name
Title: Division President
(SEAL)

PRINCIPAL

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of January, 2025, by Alex Madison as Division President (*title of officer*) of Forestar (USA) (*entity name*), on behalf of the on behalf of the Principal, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____
My Commission Expires _____

Notary Public State of Florida
Roger L VanAuker
My Commission
HH 179965
Exp. 9/28/2025

SURETY:

Leslie Grimes
Witness

Leslie Grimes
Printed Name

Julia David
Witness

Julia David
Printed Name

Berkley Insurance Company
Name of Corporation

By: _____

Noah William Pierce
Printed Name
Title: Attorney-In-Fact
(SEAL)

(ATTACH POWER OF ATTORNEY)

STATE OF North Carolina
COUNTY OF Rowan

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 7th day of January, 2025, 2020, by Noah William Pierce as Attorney-In-Fact (*title of officer*) of Berkley Insurance Company (*entity name*), on behalf of the on behalf of the Surety, who [X] is personally known to me or [ ] has produced personally known to me as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name Bryan M Caneschi
My Commission Expires 4/4/27

BRYAN M CANESCHI
Notary Public - North Carolina
Rowan County
My Commission Expires Apr 4, 2027

EXHIBIT A

(Engineer's Cost Estimate)

FOX BRANCH PHASE 1
POLK COUNTY
PERFORMANCE BOND

Dewberry

Date: 9/16/2024
Rev'd Date: 12/20/2024

DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT	WORK COMPLETED TO DATE		WORK REMAINING
					%	COST	
Miscellaneous							
Mobilization	1	LS	$147,781.49	$ 147,781.49	100.00%	$ 147,781.49	$ -
Construction Layout W/ As-Builts	1	LS	$162,538.61	$ 162,538.61	85.00%	$ 138,157.82	$ 24,380.79
Soil Testing	1	LS	$29,066.25	$ 29,066.25	85.00%	$ 24,706.31	$ 4,359.94
Maintenance of Traffic	1	LS	$9,564.76	$ 9,564.76	100.00%	$ 9,564.76	$ -
Silt Fence Type III	42,780	LF	$1.45	$ 62,031.00	100.00%	$ 62,031.00	$ -
Temporay Construction Entrance	2	LS	$6,879.72	$ 13,759.44	100.00%	$ 13,759.44	$ -
SWPP Monitoring	1	LS	$15,216.65	$ 15,216.65	85.00%	$ 12,934.15	$ 2,282.50
Total Miscellaneous				**$ 439,958.20**		**$ 408,934.97**	**$ 31,023.23**
Earthwork							
Clear Construction Area Of All Grass And Trees Necessary For New Construction, Place Grass Strippings In Non Structural Areas. Only 1 Pond Sodded	1	LS	$ 295,231.77	$ 295,231.77	100.00%	$ 295,231.77	$ -
Grade Proposed Areas Utilizing Cut Materials And Imported Fill Placed And Compacted As Needed. Final Grade Construction Area.	1	LS	$ 1,988,050.51	$ 1,988,050.51	87.50%	$ 1,739,544.20	$ 248,506.31
Slopes/Swales/Disturbed Areas/BOC	175,964	SF	$ 3.78	$ 665,143.92	66.39%	$ 441,589.05	$ 223,554.87
Hydrograss Disturbed Areas	51	SF	$ 2,536.14	$ 129,343.14	0.00%	$ -	$ 129,343.14
Total Earthwork				**$ 3,077,769.34**		**$ 2,476,365.01**	**$ 601,404.33**
Paving							
12" Stabilized Subgrade	27,654	LF	$ 7.08	$ 195,790.32	78.16%	$ 153,029.71	$ 42,760.61
6" Limerock Base	22,771	SY	$ 14.01	$ 319,021.71	26.82%	$ 85,561.62	$ 233,460.09
1.5" SP-9.5 Aspalt (FDOT - 40% RAP)	22,771	SY	$ 19.35	$ 440,618.85	0.00%	$ -	$ 440,618.85
(164 LF) 6" White Stripe, (164 LF) 6" Double Yellow Stripe, (8) Pedestrian Crosswalks, (9) Stop Bar Stripes, (2) Stenciled Directional Arrows, (9) Stop/Street Name Combo Signs.	1	LS	$ 15,148.41	$ 15,148.41	0.00%	$ -	$ 15,148.41
Total Paving				**$ 970,579.29**		**$ 238,591.34**	**$ 731,987.95**
Concrete							
Miami Curb	13560	LF	$25.74	$ 349,034.40	60.25%	$ 210,293.23	$ 138,741.17
F Curb	345	LF	$28.70	$ 9,901.50	100.00%	$ 9,901.50	$ -
2' Drop Curb	150	LF	$21.91	$ 3,286.50	0.00%	$ -	$ 3,286.50
3' Valley Curb	60	LF	$64.59	$ 3,875.40	0.00%	$ -	$ 3,875.40
Transition Curb	535	LF	$25.74	$ 13,770.90	0.00%	$ -	$ 13,770.90
5' Concrete Sidewalk - 4"	8595	LF	$40.83	$ 350,933.85	0.00%	$ -	$ 350,933.85
5' ADA Handicap Ramps	26	LF	$1,937.70	$ 50,380.20	0.00%	$ -	$ 50,380.20
Total Concrete				**$ 781,182.75**		**$ 220,194.73**	**$ 560,988.02**
Storm Sewer							
48" RCP Storm Pipe	284	LF	$359.72	$ 102,160.48	100.00%	$ 102,160.48	$ -
36" RCP Storm Pipe	2,217	LF	$218.34	$ 484,059.78	100.00%	$ 484,059.78	$ -
30" RCP Storm Pipe	1,097	LF	$167.85	$ 184,131.45	100.00%	$ 184,131.45	$ -
24" RCP Storm Pipe	3,845	LF	$119.48	$ 459,400.60	100.00%	$ 459,400.60	$ -

FOX BRANCH PHASE 1
POLK COUNTY
PERFORMANCE BOND

Dewberry

Date: 9/16/2024
Rev'd Date: 12/20/2024

DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT	WORK COMPLETED TO DATE		WORK REMAINING
					%	COST	
18" RCP Storm Pipe	2,234	LF	$88.14	$ 196,904.76	100.00%	$ 196,904.76	$ -
15" RCP Storm Pipe	1,705	LF	$79.15	$ 134,950.75	100.00%	$ 134,950.75	$ -
15" ADS HP Storm Pipe	62	LF	$71.74	$ 4,447.88	100.00%	$ 4,447.88	$ -
24" ADS Drain Basin	1	EA	$4,554.68	$ 4,554.68	100.00%	$ 4,554.68	$ -
48" RCP Mitered End Section	1	EA	$12,796.85	$ 12,796.85	100.00%	$ 12,796.85	$ -
36" RCP Mitered End Section	7	EA	$8,599.95	$ 60,199.65	100.00%	$ 60,199.65	$ -
30" RCP Mitered End Section	3	EA	$6,822.49	$ 20,467.47	100.00%	$ 20,467.47	$ -
24" RCP Mitered End Section	12	EA	$4,482.92	$ 53,795.04	81.55%	$ 43,869.86	$ 9,925.18
18" RCP Mitered End Section	3	EA	$3,721.46	$ 11,164.38	74.00%	$ 8,261.64	$ 2,902.74
24" Concrete U-Endwall	3	EA	$4,839.67	$ 14,519.01	0.00%	$ -	$ 14,519.01
Type C Inlet	4	EA	$4,431.44	$ 17,725.76	100.00%	$ 17,725.76	$ -
Type D Control Structure	5	EA	$9,390.04	$ 46,950.20	100.00%	$ 46,950.20	$ -
Type J-5 Curb Inlet	1	EA	$12,281.10	$ 12,281.10	100.00%	$ 12,281.10	$ -
Type P-5 Curb Inlet	13	EA	$6,874.57	$ 89,369.41	100.00%	$ 89,369.41	$ -
Type J-6 Curb Inlet	5	EA	$13,951.36	$ 69,756.80	100.00%	$ 69,756.80	$ -
Type P-6 Curb Inlet	41	EA	$8,093.41	$ 331,829.81	100.00%	$ 331,829.81	$ -
Type J Storm Manhole	11	EA	$11,246.55	$ 123,712.05	100.00%	$ 123,712.05	$ -
Type P Storm Manhole	20	EA	$6,355.37	$ 127,107.40	100.00%	$ 127,107.40	$ -
4' X 20' Box Culvert Built With 4' X 10' Precast Sections	190	EA	$4,879.41	$ 927,087.90	91.58%	$ 849,027.10	$ 78,060.80
5' X 3' Box Culvert	120	EA	$1,175.99	$ 141,118.80	100.00%	$ 141,118.80	$ -
Broad Crest WeirCIP Concrete 4" X 31' X 215 LF	2	EA	$38,048.55	$ 76,097.10	0.00%	$ -	$ 76,097.10
Light Clean & Video Proposed Pipe	1	LS	$112,370.65	$ 112,370.65	0.00%	$ -	$ 112,370.65
Dewatering Storm Installation	1	LS	$446,866.67	$ 446,866.67	100.00%	$ 446,866.67	$ -
Total Storm Sewer				**$ 4,265,826.43**		**$ 3,971,950.95**	**$ 293,875.48**
Sanitary System							
8" DR26 Sanitary Pipe	4,952	LF	$ 43.95	$ 217,640.40	100.00%	$ 217,640.40	$ -
4' Ø Sanitary Manhole 0-6' (Polk County)	2	EA	$ 7,238.00	$ 14,476.00	100.00%	$ 14,476.00	$ -
4' Ø Sanitary Manhole 6-8' (Polk County)	7	EA	$ 8,165.61	$ 57,159.27	100.00%	$ 57,159.27	$ -
4' Ø Sanitary Manhole 8-10' (Polk County)	3	EA	$ 9,280.86	$ 27,842.58	100.00%	$ 27,842.58	$ -
4' Ø Sanitary Manhole 10-12' (Polk County)	4	EA	$ 10,342.15	$ 41,368.60	100.00%	$ 41,368.60	$ -
4' Ø Sanitary Manhole 12-14' (Polk County)	2	EA	$ 12,082.67	$ 24,165.34	100.00%	$ 24,165.34	$ -
4' Ø Sanitary Manhole 14-16' (Polk County)	6	EA	$ 13,073.94	$ 78,443.64	100.00%	$ 78,443.64	$ -
4' Ø Sanitary Manhole 16-18' (Polk County)	1	EA	$ 13,881.76	$ 13,881.76	100.00%	$ 13,881.76	$ -
5' Ø Sanitary Manhole (DROP) 12-14' (Polk County)	1	EA	$ 33,558.23	$ 33,558.23	100.00%	$ 33,558.23	$ -
5' Ø Sanitary Manhole (DROP) 14-16' (Polk County)	1	EA	$ 37,153.94	$ 37,153.94	100.00%	$ 37,153.94	$ -
5' Ø Sanitary Drop Manhole (LINED) 16-18' (Polk County)	2	EA	$ 34,108.89	$ 68,217.78	100.00%	$ 68,217.78	$ -
Single Sanitary Service (Polk County)	31	EA	$ 1,196.67	$ 37,096.77	100.00%	$ 37,096.77	$ -
Double Sanitary Service (Polk County)	39	EA	$ 1,860.31	$ 72,552.09	100.00%	$ 72,552.09	$ -
Tract Z-1 Single Sanitary Service (Polk County)	1	EA	$ 3,230.18	$ 3,230.18	100.00%	$ 3,230.18	$ -
TV And Air Testing - Gravity Line	1	EA	$ 34,275.15	$ 34,275.15	0.00%	$ -	$ 34,275.15
Dewatering Sanitary Installation	1	EA	$ 171,723.25	$ 171,723.25	100.00%	$ 171,723.25	$ -
Total Sanitary System				**$ 932,784.98**		**$ 898,509.83**	**$ 34,275.15**
Force Main							
8" Lateral Connect	1	EA	$ 1,560.57	$ 1,560.57	0.00%	$ -	$ 1,560.57
8" DR18 Force Main Green Pipe	3824	LF	$ 59.05	$ 225,807.20	100.00%	$ 225,807.20	$ -
6" DR18 Forcemain Green Pipe	1132	LF	$ 37.73	$ 42,710.36	100.00%	$ 42,710.36	$ -
8" MJ Tee P-401 Lined	1	EA	$ 1,613.34	$ 1,613.34	100.00%	$ 1,613.34	$ -
8" X 6" MJ Reducer P-401 Lined	1	EA	$ 1,112.06	$ 1,112.06	100.00%	$ 1,112.06	$ -
8" MJ 90 Bend P-401 Lined	6	EA	$ 1,273.83	$ 7,642.98	100.00%	$ 7,642.98	$ -
8" MJ 45 Bend P-401 Lined	22	EA	$ 1,205.65	$ 26,524.30	100.00%	$ 26,524.30	$ -
8" MJ 11.25 Bend P-401 Lined	20	EA	$ 1,242.82	$ 24,856.40	70.00%	$ 17,399.48	$ 7,456.92
8" MJ Plug P-401 Lined	1	EA	$ 1,038.96	$ 1,038.96	46.00%	$ 477.92	$ 561.04

FOX BRANCH PHASE 1
POLK COUNTY
PERFORMANCE BOND

Dewberry

Date: 9/16/2024
Rev'd Date: 12/20/2024

DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT	WORK COMPLETED TO DATE		WORK REMAINING
					%	COST	
6" MJ 45 Bend - P401 Lined	6	EA	$ 963.92	$ 5,783.52	73.33%	$ 4,241.06	$ 1,542.46
6" MJ 11.25 Bend - P401 Lined	5	EA	$ 1,894.77	$ 9,473.85	40.00%	$ 3,789.54	$ 5,684.31
8" MJ Gate Valve W/Box/Tag	5	EA	$ 2,808.27	$ 14,041.35	40.00%	$ 5,616.54	$ 8,424.81
ARV Valve/Box/Tag W/Vault	1	EA	$ 14,070.87	$ 14,070.87	0.00%	$ -	$ 14,070.87
Pressure Testing	1	LS	$ 3,043.37	$ 3,043.37	0.00%	$ -	$ 3,043.37
Total Force Main				**$ 379,279.13**		**$ 336,934.78**	**$ 42,344.35**
Water and Fire Distribution							
Lift Station - 60 HP Pumps, 12' Diameter Wet Well, Odor Control Unit, Concrete Drive And Pad, Fence W/ Gate, Water Service. *** EXCLUDES GENERATOR - NOT REQUIRED	1	LS	$ 814,616.69	$ 814,616.69	27.07%	$ 220,502.78	$ 594,113.91
12' Diameter Wet Well	1	LS	$ 131,123.38	$ 131,123.38	100.00%	$ 131,123.38	$ -
Total Water and Fire Distribution				**$ 945,740.07**		**$ 351,626.16**	**$ 594,113.91**
Potable Water							
Temporary Backflow Assembly - Jumper	1	EA	$3,184.40	$ 3,184.40	0.00%	$ -	$ 3,184.40
12" Lateral Connect	1	EA	$1,612.48	$ 1,612.48	0.00%	$ -	$ 1,612.48
12" DR18 Water Main	4184	LF	$89.90	$ 376,141.60	100.00%	$ 376,141.60	$ -
8" DR18 Water Pipe	2949	LF	$52.95	$ 156,149.55	100.00%	$ 156,149.55	$ -
6" DR18 Water Pipe	954	LF	$37.68	$ 35,946.72	100.00%	$ 35,946.72	$ -
12" MJ Tee	1	EA	$1,784.63	$ 1,784.63	100.00%	$ 1,784.63	$ -
12" X 8" MJ Tee	3	EA	$1,524.29	$ 4,572.87	100.00%	$ 4,572.87	$ -
12" X 6" MJ Tee	10	EA	$1,430.60	$ 14,306.00	100.00%	$ 14,306.00	$ -
12" X 8" MJ Reducer	1	EA	$980.23	$ 980.23	100.00%	$ 980.23	$ -
12" MJ 90 Bend	2	EA	$1,237.42	$ 2,474.84	100.00%	$ 2,474.84	$ -
12" MJ 45 Bend	20	EA	$1,265.39	$ 25,307.80	100.00%	$ 25,307.80	$ -
12" MJ 11.25 Bend	20	EA	$1,226.62	$ 24,532.40	100.00%	$ 24,532.40	$ -
8" MJ Tee	1	EA	$992.32	$ 992.32	100.00%	$ 992.32	$ -
8" X 6" MJ Tee	10	EA	$945.93	$ 9,459.30	100.00%	$ 9,459.30	$ -
8" MJ 22.5 Bend	19	EA	$699.31	$ 13,286.89	100.00%	$ 13,286.89	$ -
8" MJ 11.25 Bend	12	EA	$707.84	$ 8,494.08	100.00%	$ 8,494.08	$ -
8" X 6" MJ Reducer	1	EA	$614.92	$ 614.92	100.00%	$ 614.92	$ -
6" MJ Tee	3	EA	$809.72	$ 2,429.16	100.00%	$ 2,429.16	$ -
6" MJ 45 Bend	2	EA	$575.50	$ 1,151.00	100.00%	$ 1,151.00	$ -
6" MJ 11.25 Bend	4	EA	$571.62	$ 2,286.48	100.00%	$ 2,286.48	$ -
12" MJ Gate Valve W/Box/Tag	10	EA	$5,300.11	$ 53,001.10	100.00%	$ 53,001.10	$ -
8" MJ Gate Valve W/Box/Tag	10	EA	$2,808.27	$ 28,082.70	100.00%	$ 28,082.70	$ -
6" MJ Gate Valve W/Box/Tag	1	EA	$1,966.16	$ 1,966.16	100.00%	$ 1,966.16	$ -
Blowoff Assembly	5	EA	$2,783.54	$ 13,917.70	100.00%	$ 13,917.70	$ -
Sample Point	9	EA	$2,112.98	$ 19,016.82	0.00%	$ -	$ 19,016.82
Fire Hydrant Assembly	22	EA	$8,555.48	$ 188,220.56	100.00%	$ 188,220.56	$ -
ARV Valve W/Vault	1	EA	$13,721.97	$ 13,721.97	0.00%	$ -	$ 13,721.97
Single Water Short Service (Polk County)	23	EA	$1,050.83	$ 24,169.09	87.83%	$ 21,227.71	$ 2,941.38
Single Water Long Service (Polk County)	10	EA	$1,069.30	$ 10,693.00	90.00%	$ 9,623.70	$ 1,069.30
Double Water Short Service (Polk County)	20	EA	$2,047.04	$ 40,940.80	90.00%	$ 36,846.72	$ 4,094.08
Double Water Long Service (Polk County)	18	EA	$2,104.70	$ 37,884.60	90.00%	$ 34,096.14	$ 3,788.46
Tract Z-1 Waster Service	1	EA	$1,463.70	$ 1,463.70	100.00%	$ 1,463.70	$ -
Testing And Bactees	1	EA	$17,562.87	$ 17,562.87	0.00%	$ -	$ 17,562.87
Total Potable Water				**$ 1,136,348.74**		**$ 1,069,356.98**	**$ 66,991.76**

FOX BRANCH PHASE 1
POLK COUNTY
PERFORMANCE BOND

Dewberry

Date: 9/16/2024
Rev'd Date: 12/20/2024

DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT	WORK COMPLETED TO DATE		WORK REMAINING
					%	COST	
Reclaim Water							
12" Lateral Connect	1	EA	$1,612.48	$ 1,612.48	0.00%	$ -	$ 1,612.48
12" DR18 Reclaimed Water Pipe	3565	LF	$93.17	$ 332,151.05	100.00%	$ 332,151.05	$ -
8" DR18 Reclaimed Water Pipe	260	LF	$55.87	$ 14,526.20	100.00%	$ 14,526.20	$ -
6" DR18 Reclaimed Water Pipe	335	LF	$39.55	$ 13,249.25	100.00%	$ 13,249.25	$ -
4" DR18 Reclaimed Water Pipe	3776	LF	$28.16	$ 106,332.16	100.00%	$ 106,332.16	$ -
12" MJ Tee	1	EA	$1,911.44	$ 1,911.44	100.00%	$ 1,911.44	$ -
12" X 4" MJ Tee	1	EA	$1,530.19	$ 1,530.19	100.00%	$ 1,530.19	$ -
12" X 8" MJ Reducer	1	EA	$1,107.04	$ 1,107.04	100.00%	$ 1,107.04	$ -
12" X 6" MJ Reducer	1	EA	$1,071.17	$ 1,071.17	100.00%	$ 1,071.17	$ -
12" MJ 45 Bend	24	EA	$1,392.20	$ 33,412.80	100.00%	$ 33,412.80	$ -
12" MJ 90 Bend	4	EA	$1,430.97	$ 5,723.88	100.00%	$ 5,723.88	$ -
12" MJ 11.25 Bend	16	EA	$1,353.43	$ 21,654.88	100.00%	$ 21,654.88	$ -
8" X 4" MJ Tee	1	EA	$894.68	$ 894.68	100.00%	$ 894.68	$ -
8" MJ 11.25 Bend	4	EA	$707.84	$ 2,831.36	100.00%	$ 2,831.36	$ -
8" MJ Plug	1	EA	$512.51	$ 512.51	100.00%	$ 512.51	$ -
4" MJ Plug	4	EA	$379.97	$ 1,519.88	100.00%	$ 1,519.88	$ -
6" X 4" MJ Tee	1	EA	$745.41	$ 745.41	100.00%	$ 745.41	$ -
6" X 4" MJ Reducer	1	EA	$524.70	$ 524.70	100.00%	$ 524.70	$ -
6" MJ 45 Bend	4	EA	$579.50	$ 2,318.00	100.00%	$ 2,318.00	$ -
6" MJ 11.25 Bend	2	EA	$575.63	$ 1,151.26	100.00%	$ 1,151.26	$ -
4" MJ Tee	2	EA	$622.63	$ 1,245.26	100.00%	$ 1,245.26	$ -
4" MJ 90 Bend	10	EA	$510.99	$ 5,109.90	100.00%	$ 5,109.90	$ -
4" MJ 45 Bend	20	EA	$495.49	$ 9,909.80	100.00%	$ 9,909.80	$ -
4" MJ 22.5 Bend	14	EA	$490.83	$ 6,871.62	100.00%	$ 6,871.62	$ -
4" MJ 11.25 Bend	21	EA	$495.49	$ 10,405.29	100.00%	$ 10,405.29	$ -
12" MJ Gate Valve W/Box/Tag	6	EA	$5,938.40	$ 35,630.40	100.00%	$ 35,630.40	$ -
8" MJ Gate Valve W/Box/Tag	2	EA	$2,812.55	$ 5,625.10	100.00%	$ 5,625.10	$ -
6" MJ Gate Valve W/Box/Tag	2	EA	$2,105.41	$ 4,210.82	100.00%	$ 4,210.82	$ -
4" MJ Gate Valve W/Box/Tag	11	EA	$1,715.75	$ 18,873.25	100.00%	$ 18,873.25	$ -
ARV Valve W/Vault	1	EA	$13,721.97	$ 13,721.97	0.00%	$ -	$ 13,721.97
Single Reclaimed Water Short Service (Polk County)	12	EA	$1,011.41	$ 12,136.92	81.67%	$ 9,912.22	$ 2,224.70
Single Reclaimed Water Long Service (Polk County)	5	EA	$1,082.11	$ 5,410.55	80.00%	$ 4,328.44	$ 1,082.11
Double Reclaimed Water Short Service (Polk County)	17	EA	$2,017.39	$ 34,295.63	87.06%	$ 29,857.78	$ 4,437.85
Double Reclaimed Water Long Service (Polk County)	29	EA	$2,086.43	$ 60,506.47	88.28%	$ 53,415.11	$ 7,091.36
Irrigation Water Service Connection Lateral	5	EA	$2,515.87	$ 12,579.35	0.00%	$ -	$ 12,579.35
Pressure Testing	1	LS	$6,086.66	$ 6,086.66	0.00%	$ -	$ 6,086.66
Total Reclaim Water				**$ 787,399.33**		**$ 738,562.85**	**$ 48,836.48**
Change Orders							
CO #001 Sod Reduction	1	LS	-$263,756.16	$ (263,756.16)	100.00%	$ (263,756.16)	$ -
CO #002 Field Adjustments	1	LS	-$16,086.15	$ (16,086.15)	100.00%	$ (16,086.15)	$ -
CO #003 Headwall revisions	1	LS	$39,764.04	$ 39,764.04	0.00%	$ -	$ 39,764.04
Total Reclaim Water				**$ (240,078.27)**		**$ (279,842.31)**	**$ 39,764.04**
			TOTAL FOX BRANCH PH 1	$ 13,476,789.99		$ 10,431,185.28	$ 3,045,604.71
						TOTAL PERFORMANCE BOND @ 110%	$ 3,350,165.18

CHRISTOPHER J. ALLEN LICENSE No. 77719 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Christopher J Allen
Reason: This item has been digitally signed and sealed by Christopher J Allen 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.
Date: 2024.12.20 14:28:44-05'00'

Christopher J Allen, P.E. Florida Registration No. 77719 Date: 8/16/2024
Project Manager
Dewberry Engineers Inc.
800 N. Magnolia Ave. Ste. 1000
Orlando, Florida 32803
Certificate of Authorization No. 8784

No. BI-7756m-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Noah William Pierce or Jynell Marie Whitehead of Willis Towers Watson Southeast, Inc. of Tampa, FL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28th day of November, 2023.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 28th day of November, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 7th day of January, 2025.

_____
Vincent P. Forte

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Marty Waring, Inspector

Project Name: Fox Branch Ranch Phases 1 & 2

Project #: LDRES-2022-34

DATE: 1/29/2026

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.20. 6/2/2026

SUBJECT

Accept Fox Branch Ranch Phase 1 & 2 potable water, wastewater and reclaim water utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

DESCRIPTION

Fox Branch Ranch Phase 1 & 2 is a 231 single family development. This project received construction plan approval from Polk County on May 15, 2023. Fox Branch Ranch Phase 1 & 2 is located in the Northwest Regional Utility Service Area in S-08, T-27, R-23, and is located on Kathleen Road in Lakeland, Florida. All requirements for acceptance of the Fox Branch Ranch Phase 1 & 2 potable water, wastewater and reclaim water utility system improvements have been met. The Land Development Division has reviewed all documentation presented and recommends acceptance of these improvements.

RECOMMENDATION

Request Board accept the potable water, wastewater and reclaim water utility system improvements of Fox Branch Ranch Phase 1 & 2 for ownership, operation, and maintenance responsibilities by Polk County Utilities.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

UTILITIES DIVISION_LAND DEVELOPMENT DIVISION
SYSTEM ACCEPTANCE FISCAL INFORMATION SHEET
(Auditing submittal with supporting documentation after Board acceptance of systems)

PROJECT INFORMATION

Project Name:	Fox Branch Ranch Phase 1 & 2		
County Project DMS #	LDRES-2022-34	PCUMD Project #	2022-8-30-1/2
Developer Name:	Forestar (USA) Real Estate Group Inc.		
Developer Address:	1064 Greenwood Blvd. Suite 200		
	Lake Mary, FL 32746		
Contact Person & Phone No.	Alex Madision (407) 850-3033		

SYSTEM(S) ACCEPTED BY UTILITIES DIVISION

Wastewater:	X	Reclaimed Water:	X	Potable Water:	X
Commencement Date of County Operation of System(s):				01/29/26	
Date of Acceptance by Board of County Commissioners:				06/02/26	

SYSTEM VALUE AND REIMBURSEMENT INFORMATION

System Value			
	On Site	Off Site	
Wastewater*	$1,344,351.42	$0.00	$1,344,351.42
Reclaimed Water*	$1,098,770.47	$0.00	$1,098,770.47
Potable Water*	$1,708,353.06	$0.00	$1,708,353.06
Land**	$0.00	$0.00	
Total system value			$4,151,474.95

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	$4,151,474.95
Total connection fee reimbursement	$0.00
Total cash reimbursement	
System contribution value****	$4,151,474.95

*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: 05/13/26

SVC 3/17/2016

CHAPTER 2 DEVELOPMENT COORDINATION Section 250-E

Engineer of Record's Letter of Certification

Project: Fox Branch Phases 1-2

PCU Project No.: LDRES-2022-34

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: 4/21/2026

Engineer's Typed Name: Christopher J. Allen, P.E.

Florida P. E. Registration Number: 77719

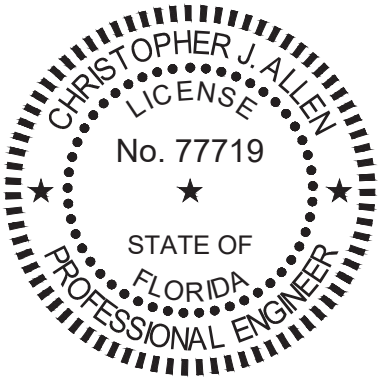
Engineer's Firm Name: Dewberry Engineers Inc.

Engineer's Mailing Address:
800 North Magnolia Avenue, Suite 1000
Orlando, FL 32803

Engineer's Physical Address:
800 North Magnolia Avenue, Suite 1000
Orlando, FL 32803

Telephone Number: 321-354-9739

Fax Number:



This item has been digitally signed and sealed by Christopher J Allen PE on the date adjacent to the seal.

The signature must be verified on any electronic copies.

CHAPTER 2 **DEVELOPMENT COORDINATION** **Section 250-F**

Contractor's Letter of Certification

Project: Fox Branch Phases 1 and 2

PCU Project No.: LDRES-2022-34

I, as the CONTRACTOR for the above subject project, hereby certify to PCU that the Water ☒, wastewater ☒, and/or reclaimed water ☒ system (check all that apply) constructed as part of, and in conjunction with the above subject project are completed and in conformance with the Construction Plans approved by PCU, and State of Florida construction permit conditions. These utility systems are complete, functional, ready to be placed into operation to provide service to the public, and ready for County acceptance for PCU to take ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all utility system information, to include: each and every water, wastewater, and reclaimed water service, tap, clean-out, valve, fire hydrant, fitting, casing, and pipe referenced either from at least two fixed and easily found reference points (e.g., property corners, manhole lids, valve lids, etc.) or by the use of stations and offsets from the center of wastewater manholes or inline valves, as applicable. Depths, material specifications, and sizes of pipes, valves, and fittings are indicated on the Record Drawings. Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat. Horizontal dimensions and distances shown are within 0.1 foot accuracy. Vertical dimensions, elevations, and distances are within 0.1 foot accuracy.

All construction materials and workmanship is warranted for one (1) calendar year from the date of acceptance by the Board of County Commissioners.

Contractor's Signature _____ Date: 04/21/2026

Contractor's Typed Name: Patrick Braisted

Florida License Number: CGC040393

Contractor's Firm Name: Tucker Paving Inc.

Contractor's Mailing Address:
5658 Lucerne Park Road
Winter Haven, FL 33881

Contractor's Physical Address:
5658 Lucerne Park Road
Winter Haven, FL 33881

Telephone Number: 863-299-2262

Fax Number: _____

CHAPTER 2 DEVELOPMENT COORDINATION Section 250-D

Developer's Letter of Dedication & Statement of Warranty

Project: Fox Branch Phases 1 and 2

PCU Project No.: LDRES-2022-34

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: 4/20/2026

Developer's Typed Name: Alex Madison

Developer's Firm Name: Forestar (USA) Real Estate Group Inc.

Telephone Number: 407-850-3033 Fax Number:

Developer's Mailing Address: 1064 Greenwood Blvd. Suite 200

Lake Mary, FL 32746

Developer's Physical Address: 1064 Greenwood Blvd. Suite 200

Lake Mary, FL 32746

Water System Schedule of Values

Date: 4/20/26

Contractor:Tucker Paving Inc.

Project: Fox Branch Phases 1 and 2

PCU Project No.: LDRES-2022-34

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long	17	EA	1069.30	18178.10
2	Single Service, Short	50	EA	1050.83	52541.50
3	Double Service, Long	47	EA	2104.70	98920.90
4	Double Service, Short	35	EA	2047.04	71646.40
5	Blow-Off Assembly, Complete	8	EA	2783.54	22268.32
6	Fire Hydrant Assembly, Complete Including Branch Valve	35	EA	8555.98	299459.30
7					
8					
9					
10	4" PVC, AWWA C-900, DR 18, Blue				
11	4" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
12	4" Gate Valve Assembly, Complete				
13	4" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
14	4" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
15	4" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
16	4" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
17	4" Tee, CI, C153, Cement-Lined, Bituminous Coated				
18	4" Cross, DI, C153, Cement-Lined, Bituminous Coated				
19					
20	4" HDPE				
21					
22	6" PVC, AWWA C-900, DR 18, Blue	1960	LF	37.68	73852.80
23	6" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
24	6" Gate Valve Assembly, Complete	2	EA	1966.16	3932.32

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	7	EA	571.62	4001.34
26	6" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
27	6" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	6	EA	575.50	3453.00
28	6" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
29	6" Tee, DI, C153, Cement-Lined, Bituminous Coated	5	EA	809.72	4048.60
30	6" Cross, DI, C153, Cement-Lined, Bituminous Coated				
31					
32	6" HDPE				
33					
34	8" PVC, AWWA C-900, DR 18, Blue	5360	LF	52.95	283812.00
35	8" DIP, Pressure Class 350 Cement-Lined, Bituminous Coated				
36	8" Gate Valve Assembly, Complete	14	EA	2808.29	39316.06
37	8" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	30	EA	707.84	21235.20
38	8" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	19	EA	699.31	13286.89
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	19	EA	950.19	18053.61
42	8" Cross, DI, C153, Cement-Lined, Bituminous Coated				
43					
44	8" HDPE				
45					
46	10" PVC, AWWA C-900, DR 18, Blue				
47	10" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
48	10" Gate Valve Assembly, Complete				
49	10" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
50	10" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
51	10" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
52	10" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
53	10" Tee, DI, C153, Cement-Lined, Bituminous Coated				
54	10" Cross, DI, C153, Cement-Lined, Bituminous Coated				
55					
56	10" HDPE				
57					
58	12" PVC, AWWA C-900, DR 18, Blue	5726	LF	89.90	514767.40
59	12" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
60	12" Gate Valve Assembly, Complete	14	EA	5300.11	74201.54
61	12" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	35	EA	1226.62	42931.70
62	12" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
63	12" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	20	EA	1265.39	25307.80
64	12" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	2	EA	1237.42	2474.84
65	12" Tee, DI, C153 Cement-Lined, Bituminous Coated	14	EA	1475.96	20663.44
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: $ 1,708,353.06

Reviewer: Date:

Comments

CHAPTER 6 RECLAIMED WATER Section 650-F

RECLAIMED WATER SCHEDULE OF VALUES

Date: 4/20/26
Contractor: Tucker Paving Inc.
Project: Fox Branch Phases 1 and 2
PCU Project No.: LDRES-2022-34

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long	14	EA	1082.11	15149.54
2	Single Service, Short	25	EA	1011.41	25285.25
3	Double Service, Long	53	EA	2086.93	110607.29
4	Double Service, Short	43	EA	2017.39	86747.77
5	Blow-Off Assembly, Complete				
6					
7					
8					
9					
10	4" PVC, AWWA C-900, DR 18, Purple	6238	LF	28.16	175662.08
11	4" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
12	4" Gate Valve Assembly, Complete	16	EA	1715.75	27452.00
13	4" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	39	EA	495.49	19324.11
14	4" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	15	EA	490.83	7362.45
15	4" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	32	EA	495.49	15855.68
16	4" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	12	EA	510.99	623.88
17	4" Tee, DI, C153, Epoxy-Lined, Bituminous Coated	3	EA	622.63	1867.89
18	4" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
19					
20	4" HDPE				
21					
22	6" PVC, AWWA C-900, DR 18, Purple	335	LF	39.55	13249.25

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	2	EA	2105.41	4210.82
25	6" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	2	EA	575.33	1151.26
26	6" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
27	6" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	4	EA	579.50	2318.00
28	6" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
29	6" Tee, DI, C153, Epoxy-Lined, Bituminous Coated	1	EA	795.41	795.41
30	6" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
31					
32	6" HDPE				
33					
34	8" PVC, AWWA C-900, DR 18, Purple	2075	LF	55.87	115930.25
35	8" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
36	8" Gate Valve Assembly, Complete	7	EA	2812.55	19687.85
37	8" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	16	EA	707.84	11325.44
38	8" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	7	EA	699.31	4895.17
39	8" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	4	EA	715.59	2862.36
40	8" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	2	EA	887.72	1775.44
41	8" Tee, DI, C153, Epoxy-Lined d, Bituminous Coated	3	EA	872.21	2616.63
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	3565	LF	93.17	332151.05
59	12" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
60	12" Gate Valve Assembly, Complete		EA	5938.40	35630.40
61	12" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	16	EA	1353.43	21654.88
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	24	EA	1392.20	33412.80
64	12" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	4	EA	1430.97	5723.88
65	12" Tee, DI, C153, Epoxy-Lined, Bituminous Coated	2	EA	1720.82	3441.64
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: $ 1,098,770.47

Reviewer: Date: 4/20/26

Comments

Wastewater System Schedule of Values

Date: 4/20/26

Contractor: Tucker Paving Inc.

Project: Fox Branch Phases 1 and 2

PCU Project No.: LDRES-2022-34

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long	33	EA	1196.67	39490.11
2	Single Service, Short	32	EA	1196.67	38293.44
3	Double Service, Long	45	EA	1860.31	83713.95
4	Double Service, Short	38	EA	1360.31	51691.78
5	8" PVC, SDR-26, 0'-6' deep	1218	LF	43.95	53531.10
6	8" PVC, SDR-26, 6'-8' deep	2324	LF	43.95	102139.80
7	8" PVC, SDR-26, 8'-10' deep	1452	LF	43.95	63815.40
8	8" PVC, SDR-26, 10'-12' deep	1677	LF	43.95	73704.15
9	8" PVC, SDR-26, 12'-14' deep	1452	LF	43.95	63815.40
10	8" PVC, SDR-26, 14'-16' deep	3027	LF	43.95	133036.65
11	10" PVC, SDR-26, 0'-6' deep				
12	10" PVC, SDR-26, 6'-8' deep				
13	10" PVC, SDR-26, 8'-10' deep				
14	10" PVC, SDR-26, 10'-12' deep				
15	10" PVC, SDR-26, 12'-14' deep				
16	10" PVC, SDR-26, 14'-16' deep				
17	12" PVC, SDR-26, 0'-6' deep				
18	12" PVC, SDR-26, 6'-8' deep				
19	12" PVC, SDR-26, 8'-10' deep				
20	12" PVC, SDR-26, 10'-12' deep				
21	12" PVC, SDR-26, 12'-14' deep				
22	12" PVC, SDR-26, 14'-16' deep				
23	15" PVC, SDR-26, 0'-6' deep				
24	15" PVC, SDR-26, 6'-8' deep				
25	15" PVC, SDR-26, 8'-10' deep				
26	15" PVC, SDR-26, 10'-12' deep				
27	15" PVC, SDR-26, 12'-14' deep				
28	15" PVC, SDR-26, 14'-16' deep				
29	Standard Precast Manhole with Ring and Cover, 0'-6' deep	5	EA	7238.00	36190.00

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
30	Standard Precast Manhole with Ring and Cover, 6'-8' deep	15	EA	8165.61	122484.15
31	Standard Precast Manhole with Ring and Cover, 8'-10' deep	9	EA	9280.86	83527.74
32	Standard Precast Manhole with Ring and Cover, 10'-12' deep	6	EA	10342.15	62052.90
33	Standard Precast Manhole with Ring and Cover, 12'-14' deep	5	EA	12082.69	60413.45
34	Standard Precast Manhole with Ring and Cover, 14'-16' deep	11	EA	13073.94	143813.34
35	Pump Station, Duplex Complete				
36	Pump Station, Triplex Complete				
37	Standby Generator Set				
38	Odor Control System				
39					
40					
41	4" PVC, AWWA C-900, DR 18, Green	321	LF	27.40	8795.40
42	4' DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
43	4" Gate Valve Assembly, Complete	1	EA	1657.63	1657.63
44	4" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	2	EA	632.29	1264.58
45	4" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	1	EA	618.23	618.23
46	4" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	4	EA	749.64	2998.56
47	4" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	2	EA	678.82	1357.64
48	4" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
49	4" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
50					
51	4" HDPE				
52					

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
53	6" PVC, AWWA C-900, DR 18, Green	77	LF	37.73	2905.21
54	6" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
55	6" Gate Valve Assembly, Complete	2	EA	1966.16	3932.33
56	6" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
57	6" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
58	6" 45 Degree Bend, DI, C153 Epoxy-Lined, Bituminous Coated				
59	6" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	4	EA	963.92	3853.68
60	6" Tee, DI, C153, Epoxy-Lined, Bituminous Coated	2	EA	1021.32	2042.64
61	6" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
62					
63	6" HDPE				
64					
65	8" PVC, AWWA C-900, DR 18, Green	1402	LF	59.05	82788.10
66	8" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
67	8" Gate Valve Assembly, Complete	2	EA	2803.27	5606.54
68	8" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	10	EA	1242.82	12428.20
69	8" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
70	8" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
71	8" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
72	8" Tee, DI, C153, Epoxy-Lined, Bituminous Coated	2	EA	1284.66	2569.32

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
73	8" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
74					
75	8" HDPE				
76					
77	10" PVC, AWWA C-900, DR 18, Green				
78	10" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
79	10" Gate Valve Assembly, Complete				
80	10" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
81	10" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
82	10" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
83	10" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
84	10" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
85	10" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
86					
87	10" HDPE				
88					
89	12" PVC, AWWA C-900, DR 18, Green				
90	12" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
91	12" Gate Valve Assembly, Complete				
92	12" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
93	12" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
94	12" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
95	12" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
96	12" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
97	12" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
98					
99	12" HDPE				

Total Constructed Value: $ 1,344,531.42

Reviewer: Date: 4/20/26

Comments

SCADA Panel I/O Listing

Type 1 Control Panel

Typical Hardwired I/O Description	Digital Inputs	Digital Outputs	Analog Inputs	Analog Outputs
Control Power Alarm	1			
Control Valve Closed	1			
Control Valve Open	1			
Station Power Alarm	1			
Intrusion Alarm	1			
Main Surge Suppressor Fail	1			
Control Panel Surge Suppressor Fail	1			
UPS Fail	1			
Flow			1	
Pressure Influent			1	
Pressure Effluent			1	
Control Valve Position Feedback			1	
Control Valve Position Command				1
Used I/O	**8**	**0**	**4**	**1**
Estimated Spare I/O	**8**	**0**	**4**	**3**
TOTAL HARDWIRED I/O	**16**	**0**	**8**	**4**

LAKELAND ELECTRIC
POWERED FOR LIFE

FORESTAR (USA) REAL ESTATE GROUP INC DBA FOX BRANCH RANCH
7810 FORREST FOX WY # SWP
LAKELAND FL 33810 US

Account # **3663765**

Due Date	Amount Due
05/22/2026	$38.91

Bill Summary



120 kWh @ 0.055284 $6.64

For a more detailed explanation of rates and charges, please see reverse side.

Billing Date: 04/24/2026

Previous Bill	$36.49
Payments/Credits/Returns since 03/24/2026	$-36.95
Balance Forward	**$-0.46**
Electric Service Charges	$39.37
Total Current Charges	**$39.37**
Total Amount Due by 05/22/2026	**$38.91**

Billing details located on following page(s).

PAY YOUR LAKELAND ELECTRIC UTILITY BILL WITH CASH AT PARTICIPATING STORES

powered by KUBRAEZ-PAY

Bring this barcode with you to make a payment.
Payments are recognized immediately and posted next business day.

Retailer Instructions:
1. **SCAN** the customer's barcode.
2. The register will **PROMPT** you to enter an amount.
3. **ENTER** the amount the customer wants to pay.
4. **COLLECT** the desired cash amount (and fee, if applicable).
5. When the transaction is **COMPLETE** hand customer the receipt.

7993664236100063716842361483 58

By accepting or using this barcode to make a payment, you agree to the full terms and conditions available at vanilladirect.com/payterms. After successful payment using this barcode, you may retrieve your full detailed e-receipt at vanilladirect.com/payereceipt.

Walmart Available at Service Desk or Money Center
CVS
DOLLAR GENERAL
7 ELEVEN
FAMILY DOLLAR
Walgreens
Dollar Tree
TA

Message Center

430619101.1510.17002

LB2026042419390100.xml-9065-000000150

Please return this stub along with your payment and note the account number on your check or money order to ensure proper credit to your account.

LAKELAND ELECTRIC
POWERED FOR LIFE

Account # **3663765**

Due Date	Amount Due
05/22/2026	$38.91

$ _____ USD Amount Enclosed

004533 000000150

FORESTAR (USA) REAL ESTATE GROUP INC DBA FOX BRANC
1064 GREENWOOD BLVD STE 200
LAKE MARY FL 32746-5419

2

0 000000000003891 0000000366376 50 0 000000000003891 0000000366376 50

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Marty Waring, Inspector

Project Name: Fox Branch Phases 1 & 2

Project #: LDRES-2022-34

DATE: 1/29/2026

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.21. 6/2/2026

SUBJECT

Accept a one-year warranty and surety in the amount of $401,001.61 in the form of Maintenance Bond No. 0270990 for Fox Branch Ranch Phase 1. (No Fiscal Impact)

DESCRIPTION

This request is to accept a one-year warranty and surety in the amount of $401,001.61 in the form of Maintenance Bond No. 0270990, which represents 10% of the cost of the publicly dedicated infrastructure for ownership, operation and maintenance responsibilities for Fox Branch Ranch Phase 1 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 June 2, 2026 and ends on June 2, 2027.

RECOMMENDATION

Request Board accept a one-year warranty expiring on June 2, 2027 and a Maintenance Bond in the amount of $401,001.61 for Fox Branch Ranch Phase 1.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

RESIDENTIAL MAINTENANCE BOND Bond No. 0270990

KNOWN ALL MEN BY THESE PRESENTS, That we, Forestar (USA) Real Estate Group Inc., as Principal, and Berkley Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of DE and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Four Hundred One Thousand One and 61/100 ($ 401,001.61) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Fox Branch Ranch Phase 1 subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of One (1) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect") of the Improvements; and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:

Berkley Insurance Company
475 STEAMBOAT ROAD
GREENWICH, CT 06830

The Principal at:

Forestar (USA) Real Estate Group Inc.
2221 E Lamar Blvd, Suite 790
Arlington, TX 76006

The Obligee at:

Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 18th day of August, 2025.

PRINCIPAL:

Witness

R. Bronson
Printed Name

Witness

Joshua Travis
Printed Name

Forestar (USA) Real Estate Group Inc.
Name of Corporation

By:

Alex Madison
Printed Name

Title: Division President
(SEAL)

SURETY:

Witness

Tosh Siao
Printed Name

Witness

Leslie Grimes
Printed Name

Berkley Insurance Company
Name of Corporation

By:

Noah William Pierce
Printed Name

Title: Attorney-In-Fact
(SEAL)

(Attach power of attorney)

No. BI-7756m-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Noah William Pierce or Jynell Marie Whitehead of Willis Towers Watson Southeast, Inc. of Tampa, FL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28th day of November, 2023.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 28th day of November, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 18th day of August, 2025.

_____
Vincent P. Forte

Fox Branch Phase 1 (LDRES-2022-34)

Polk County

Maintenance Bond - Schedule of Values

Dewberry

Date: 5/13/2025

Rev'd Date: 5/20/2025

DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
SANITARY SYSTEM				**$ 726,786.58**
8" DR26 Sanitary Pipe	LF	4952	$ 43.95	$ 217,640.40
4' Ø Sanitary Manhole 0-6' (Polk County)	EA	2	$ 7,238.00	$ 14,476.00
4' Ø Sanitary Manhole 6-8' (Polk County)	EA	7	$ 8,165.61	$ 57,159.27
4' Ø Sanitary Manhole 8-10' (Polk County)	EA	3	$ 9,280.86	$ 27,842.58
4' Ø Sanitary Manhole 10-12' (Polk County)	EA	4	$ 10,342.15	$ 41,368.60
4' Ø Sanitary Manhole 12-14' (Polk County)	EA	2	$ 12,082.67	$ 24,165.34
4' Ø Sanitary Manhole 14-16' (Polk County)	EA	6	$ 13,073.94	$ 78,443.64
4' Ø Sanitary Manhole 16-18' (Polk County)	EA	1	$ 13,881.76	$ 13,881.76
5' Ø Sanitary Manhole (DROP) 12-14' (Polk County)	EA	1	$ 33,558.23	$ 33,558.23
5' Ø Sanitary Manhole (DROP) 14-16' (Polk County)	EA	1	$ 37,153.94	$ 37,153.94
5' Ø Sanitary Drop Manhole (LINED) 16-18' (Polk County)	EA	2	$ 34,108.89	$ 68,217.78
Single Sanitary Service (Polk County)	EA	31	$ 1,196.67	$ 37,096.77
Double Sanitary Service (Polk County)	EA	39	$ 1,860.31	$ 72,552.09
Tract Z-1 Single Sanitary Service (Polk County)	EA	1	$ 3,230.18	$ 3,230.18
Force Main				**$ 376,235.76**
8" Lateral Connect	EA	1	$ 1,560.57	$ 1,560.57
8" DR18 Force Main Green Pipe	LF	3824	$ 59.05	$ 225,807.20
6" DR18 Forcemain Green Pipe	LF	1132	$ 37.73	$ 42,710.36
Misc Fittings	LS	1	$ 78,045.41	$ 78,045.41
8" MJ Gate Valve W/Box/Tag	EA	5	$ 2,808.27	$ 14,041.35
ARV Valve/Box/Tag W/Vault	EA	1	$ 14,070.87	$ 14,070.87
LIFT STATION				**$ 945,740.07**
Wet Well	LS	1	$ 220,841.00	$ 220,841.00
Pumps & Panel	LS	1	$ 308,964.00	$ 308,964.00
Electrical	LS	1	$ 94,600.00	$ 94,600.00
Plumbing	LS	1	$ 89,250.00	$ 89,250.00
Odor Control	LS	1	$ 58,600.00	$ 58,600.00
Sitework	LS	1	$ 38,420.00	$ 38,420.00
Dewatering	LS	1	$ 92,000.00	$ 92,000.00
Labor	LS	1	$ 43,065.07	$ 43,065.07
POTABLE WATER				**$ 1,115,601.47**
12" Lateral Connect	EA	1	$ 1,612.48	$ 1,612.48
12" DR18 Water Main	LF	4184	$ 89.90	$ 376,141.60
8" DR18 Water Pipe	LF	2949	$ 52.95	$ 156,149.55
6" DR18 Water Pipe	LF	954	$ 37.68	$ 35,946.72
Misc Fittings	LS	1	$ 112,672.92	$ 112,672.92
12" MJ Gate Valve W/Box/Tag	EA	10	$ 5,300.11	$ 53,001.10
8" MJ Gate Valve W/Box/Tag	EA	10	$ 2,808.27	$ 28,082.70
6" MJ Gate Valve W/Box/Tag	EA	1	$ 1,966.16	$ 1,966.16
Blowoff Assembly	EA	5	$ 2,783.54	$ 13,917.70
Sample Point	EA	9	$ 2,112.98	$ 19,016.82
Fire Hydrant Assembly	EA	22	$ 8,555.48	$ 188,220.56

Fox Branch Phase 1 (LDRES-2022-34)

Polk County

Maintenance Bond - Schedule of Values

Dewberry

Date: 5/13/2025

Rev'd Date: 5/20/2025

DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
ARV Valve W/Vault	EA	1	$ 13,721.97	$ 13,721.97
Single Water Short Service (Polk County)	EA	23	$ 1,050.83	$ 24,169.09
Single Water Long Service (Polk County)	EA	10	$ 1,069.30	$ 10,693.00
Double Water Short Service (Polk County)	EA	20	$ 2,047.04	$ 40,940.80
Double Water Long Service (Polk County)	EA	18	$ 2,104.70	$ 37,884.60
Tract Z-1 Water Service	EA	1	$ 1,463.70	$ 1,463.70
RECLAIM WATER				**$ 845,652.24**
12" Lateral Connect	EA	1	$ 1,612.48	$ 1,612.48
12" DR18 Reclaimed Water Pipe	LF	3565	$ 93.17	$ 332,151.05
8" DR18 Reclaimed Water Pipe	LF	260	$ 55.87	$ 14,526.20
6" DR18 Reclaimed Water Pipe	LF	335	$ 39.55	$ 13,249.25
4" DR18 Reclaimed Water Pipe	LF	3776	$ 28.16	$ 106,332.16
Misc Fittings	LS	1	$ 174,790.64	$ 174,790.64
12" MJ Gate Valve W/Box/Tag	EA	6	$ 5,938.40	$ 35,630.40
8" MJ Gate Valve W/Box/Tag	EA	2	$ 2,812.55	$ 5,625.10
6" MJ Gate Valve W/Box/Tag	EA	2	$ 2,105.41	$ 4,210.82
4" MJ Gate Valve W/Box/Tag	EA	11	$ 1,715.75	$ 18,873.25
ARV Valve W/Vault	EA	1	$ 13,721.97	$ 13,721.97
Single Reclaimed Water Short Service (Polk County)	EA	12	$ 1,011.41	$ 12,136.92
Single Reclaimed Water Long Service (Polk County)	EA	5	$ 1,082.11	$ 5,410.55
Double Reclaimed Water Short Service (Polk County)	EA	17	$ 2,017.39	$ 34,295.63
Double Reclaimed Water Long Service (Polk County)	EA	29	$ 2,086.43	$ 60,506.47
Irrigation Water Service Connection Lateral	EA	5	$ 2,515.87	$ 12,579.35
TOTAL				**$ 4,010,016.12**
POLK COUNTY MAINTENANCE BOND @ 10%				**$ 401,001.61**

CHRISTOPHER J ALLEN LICENSE No. 77719 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Christopher J Allen
Reason: This item has been digitally signed and sealed by Christopher J Allen 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.
Date: 2025.05.19 08:27:25-04'00'

Christopher J Allen, P.E. Florida Registration No. 77719 Date

Project Manager

Dewberry Engineers Inc.

800 N. Magnolia Ave. Ste. 1000

Orlando, Florida 32803

Certificate of Authorization No. 8794

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Marty Waring, Inspector

Project Name: Fox Branch Ranch Phases 1 & 2

Project #: LDRES-2022-34

DATE: 1/29/2026

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.22. 6/2/2026

SUBJECT

Approve the release of a surety in the amount of $1,330,111.94 in the form of Performance Bond No. DUA003200 for Fox Branch Phase 1B. (No Fiscal Impact)

DESCRIPTION

On June 3, 2024, the Board accepted a performance surety bond in the amount of $1,330,111.94 for miscellaneous construction items. An inspection was performed on January 29, 2026, 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. DUA003200 in the amount of $1,330,111.94.

RECOMMENDATION

Request Board approve the release of Performance Bond No. DUA003200 in the amount of $1,330,111.94 for Fox Branch Phase 1B.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

Bond Originally Issued and Effective as of 2/10/25

PERFORMANCE BOND Bond No. DUA003200

KNOWN ALL MEN BY THESE PRESENTS, that We, Forestar (USA) Real Estate Group Inc., as Principal, and Axis Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of IL 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 Three Hundred Thirty Thousand One Hundred Eleven and 94/100 ($1,330,111.94) 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 Fox Branch Ranch Phase 1B 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 September 20, 20 25 (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:

Axis Insurance Company
10000 AVALON BOULEVARD, SUITE 200
ALPHARETTA, GA 30009

The Principal at:

Forestar (USA) Real Estate Group Inc.
2221 E Lamar Blvd, Suite 790
Arlington , TX 76006

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 8th DAY OF May, 2025,
(the date of issue by the Surety).

PRINCIPAL:

Witness

Colton Beason
Printed Name

Witness

Michael Dobek
Printed Name

Forestar (USA) Real Estate Group Inc.
Name of Corporation

By:

Alex Madison
Printed Name
Title: Division President
(SEAL)

PRINCIPAL

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of May, 2025, by Alex Madison as President (*title of officer*) of Forestar (*entity name*), on behalf of the on behalf of the Principal, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Roger L VanAuker
My Commission
HH 179965
Exp. 9/28/2025

Notary Public
Print Name Roger VanAuker
My Commission Expires 179965

SURETY:

Leslie Grimes
Witness

Leslie Grimes
Printed Name

Julia David
Witness

Julia David
Printed Name

Axis Insurance Company
Name of Corporation

By: Noah William Pierce

Noah William Pierce
Printed Name
Title: Attorney-In-Fact
(SEAL)
CORPORATE SEAL

(ATTACH POWER OF ATTORNEY)

STATE OF North Carolina
COUNTY OF Rowan

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 8th day of May, 2025, by Noah William Pierce as Attorney-In-Fact (*title of officer*) of AXIS Insurance Company (*entity name*), on behalf of the on behalf of the Surety, who [X] is personally known to me or [ ] has produced personally known to me as identification.

(AFFIX NOTARY SEAL)

BRYAN M CANESCHI
Notary Public - North Carolina
Rowan County
My Commission Expires Apr 4, 2027

Notary Public
Print Name Bryan M Caneschi
My Commission Expires 4/4/27

DUA003200

POWER OF ATTORNEY

Know All Men by These Presents: That **AXIS Insurance Company**, an Illinois property and casualty company, (the "Company") does hereby appoint:

Kyle Williams, Noah William Pierce, Bryan M Caneschi, Catherine Thompson, Jynell Marie Whitehead, and Lisa A. Pless.

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf.. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on September 27, 2023:

> RESOLVED, that in connection with the Agreements, any one of the Chief Executive Officer, President, any Executive Vice President, any Senior Vice President of the Company, or any Vice President - Surety (each an "Authorized Officer"), acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact, and to allow such Attorneys-In-Fact to further delegate their power and authority pursuant to appropriate written agreements, to make, execute, seal and deliver for and on behalf of the Company as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf; and
>
> RESOLVED FURTHER, that each of the each of the Authorized Officers and any Secretary or Assistant Secretary of the Company, hereby is, acting singly, authorized, empowered and directed to perform such acts and things as may be necessary or appropriate to carry out the foregoing resolution and the transactions contemplated thereby.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 10th day of October, 2023.

Attested and Certified
AXIS Insurance Company

By:

Printed Name: Andrew M. Weissert

Title: Senior Vice President

AXIS INSURANCE COMPANY
CORPORATE SEAL
ILLINOIS

STATE OF GEORGIA
COUNTY OF FULTON

Before me personally came **Andrew M. Weissert**, Senior Vice President of AXIS Insurance Company, to me known to be the individual and officer described herein, who acknowledged that they, being duly authorized, signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Angela Grubbs
Notary Public

ANGELA GRUBBS
NOTARY PUBLIC
Exp. Dec. 13, 2025
FORSYTH COUNTY, GA

CERTIFICATION

I, Frances R. Mathis, Assistant Secretary of AXIS Insurance Company, do hereby certify that the attached Power of Attorney the 10th day of October, 2023, on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said **Andrew M. Weissert**, who executed the Power of Attorney, was a duly elected Senior Vice President of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on this the 8th day of May, 2025.

By:

Printed Name: Frances R. Mathis

Title: Assistant Secretary

AXIS INSURANCE COMPANY
CORPORATE SEAL
ILLINOIS

EXHIBIT A

(Engineer's Cost Estimate)

FOX BRANCH PHASE 1B
POLK COUNTY
PERFORMANCE BOND

Dewberry

Date: 4/8/2025
Rev'd Date:

DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT	WORK COMPLETED TO DATE		WORK REMAINING
					%	COST	
Miscellaneous							
Mobilization	1	LS	$4,576.25	$ 4,576.25	50.00%	$ 2,288.13	$ 2,288.13
Construction Layout W/ As-Builts	1	LS	$41,811.29	$ 41,811.29	50.00%	$ 20,905.65	$ 20,905.65
Soil Testing	1	LS	$8,188.35	$ 8,188.35	15.00%	$ 1,228.25	$ 6,960.10
Total Miscellaneous				$ 54,575.89		$ 24,422.02	$ 30,153.87
Paving							
12" Stabilized Subgrade	4,370	LF	$ 7.08	$ 30,939.60	0.00%	$ -	$ 30,939.60
6" Limerock Base	3,620	SY	$ 13.98	$ 50,607.60	0.00%	$ -	$ 50,607.60
1.5" SP-9.5 Aspalt (FDOT - 40% RAP)	3,620	SY	$ 19.46	$ 70,517.60	0.00%	$ -	$ 70,517.60
Total Paving				$ 152,064.80		$ -	$ 152,064.80
Pavement Markings & Signage							
(1) Stop Bar Stripe, (a) Stop Sign, Remove (1) Traffic Barricade	1	LS	$ 1,413.04	$ 1,413.04	0.00%	$ -	$ 1,413.04
Total Paving				$ 1,413.04		$ -	$ 1,413.04
Concrete							
Miami Curb	2260	LF	$25.74	$ 58,172.40	0.00%	$ -	$ 58,172.40
5' Concrete Sidewalk - 4"	285	LF	$40.83	$ 12,044.85	0.00%	$ -	$ 12,044.85
Total Concrete				$ 70,217.25		$ -	$ 70,217.25
Retaining Wall							
Modular Bloack Retaining Wall - Grey Color (3500 SF) *Includes 42" Handrail	614	LF	$283.91	$ 174,320.74	0.00%	$ -	$ 174,320.74
Total Concrete				$ 174,320.74		$ -	$ 174,320.74
Storm Sewer							
18" Core Connect To Existing Storm Manhole	1	EA	$6,010.88	$ 6,010.88	100.00%	$ 6,010.88	$ -
48" RCP Storm Pipe	1,271	LF	$359.72	$ 457,204.12	47.64%	$ 217,818.00	$ 239,386.12
36" RCP Storm Pipe	443	LF	$218.34	$ 96,724.62	100.00%	$ 96,724.62	$ -
30" RCP Storm Pipe	346	LF	$167.85	$ 58,076.10	100.00%	$ 58,076.10	$ -
18" RCP Storm Pipe	146	LF	$88.14	$ 12,868.44	100.00%	$ 12,868.44	$ -
15" RCP Storm Pipe	54	LF	$79.15	$ 4,274.10	100.00%	$ 4,274.10	$ -
48" RCP Mitered End Section W/ Splash Pad	1	EA	$12,786.85	$ 12,786.85	0.00%	$ -	$ 12,786.85
Type J-6 Curb Inlet	2	EA	$14,252.26	$ 28,504.52	35.98%	$ 10,251.00	$ 18,253.52
Type P-6 Curb Inlet	4	EA	$8,522.19	$ 34,088.76	31.50%	$ 11,996.27	$ 26,092.49
Type J Storm Manhole	4	EA	$10,841.89	$ 43,367.56	40.26%	$ 17,458.55	$ 25,909.01
Type P Storm Manhole	1	EA	$6,988.79	$ 6,988.79	35.70%	$ 2,494.71	$ 4,494.08
Cast in Place - 48" RCP Quad Barrel Headwall	2	EA	$46,300.50	$ 92,601.00	0.00%	$ -	$ 92,601.00
Rip Rap Rubble Area @ Headwall	3,200	EA	$13.99	$ 44,768.00	0.00%	$ -	$ 44,768.00
Light Clean & Video Proposed Pipe	1	LS	$24,059.26	$ 24,059.26	0.00%	$ -	$ 24,059.26
Dewatering Storm Installation	1	LS	$97,734.91	$ 97,734.91	100.00%	$ 97,734.91	$ -
Total Storm Sewer				$ 1,024,067.91		$ 535,708.58	$ 488,359.33
Sanitary System							
8" Core Connect to Existing Manhole	1	LF	$ 3,188.39	$ 3,188.39	0.00%	$ -	$ 3,188.39
8" DR26 Sanitary Pipe	1,026	LF	$ 43.95	$ 45,092.70	45.27%	$ 20,411.28	$ 24,681.42
4' Ø Sanitary Manhole 0-6' (Polk County)	2	EA	$ 7,446.29	$ 14,892.58	35.29%	$ 5,255.32	$ 9,637.26
4' Ø Sanitary Manhole 6-8' (Polk County)	2	EA	$ 8,537.74	$ 17,075.48	43.47%	$ 7,423.01	$ 9,652.47
4' Ø Sanitary Manhole 10-12' (Polk County)	1	EA	$ 11,577.03	$ 11,577.03	37.04%	$ 4,287.99	$ 7,289.04
Single Sanitary Service (Polk County)	4	EA	$ 1,196.67	$ 4,786.68	36.52%	$ 1,748.24	$ 3,038.44
Double Sanitary Service (Polk County)	13	EA	$ 1,860.31	$ 24,184.03	42.44%	$ 10,263.93	$ 13,920.10
TV And Air Testing - Gravity Line	1	EA	$ 9,452.83	$ 9,452.83	0.00%	$ -	$ 9,452.83
Dewatering Sanitary Installation	1	EA	$ 43,541.49	$ 43,541.49	25.00%	$ 10,885.37	$ 32,656.12
Total Sanitary System				$ 173,791.21		$ 60,275.14	$ 113,516.07

FOX BRANCH PHASE 1B
POLK COUNTY
PERFORMANCE BOND

Dewberry

Date: 4/8/2025
Rev'd Date:

DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT	WORK COMPLETED TO DATE %	WORK COMPLETED TO DATE COST	WORK REMAINING
Potable Water							
Temporary Backflow Assembly - Jumper	1	EA	$3,184.40	$ 3,184.40	0.00%	$ -	$ 3,184.40
8" Lateral Connect	1	EA	$715.59	$ 715.59	0.00%	$ -	$ 715.59
8" DR18 Water Main	953	LF	$52.95	$ 50,461.35	43.52%	$ 21,962.32	$ 28,499.03
4" DR18 Water Pipe	271	LF	$28.16	$ 7,631.36	36.61%	$ 2,793.77	$ 4,837.59
8" X 6" MJ Tee	2	EA	$945.93	$ 1,891.86	40.12%	$ 758.96	$ 1,132.90
8" X 4" MJ Reducer	1	EA	$904.07	$ 904.07	40.20%	$ 242.84	$ 361.23
8" MJ 11.25 Bend	5	EA	$707.84	$ 3,539.20	41.12%	$ 1,455.24	$ 2,083.96
4" MJ 45 Bend	1	EA	$495.49	$ 495.49	40.23%	$ 199.36	$ 296.13
4" MJ 22.5 Bend	10	EA	$490.83	$ 4,908.30	41.40%	$ 2,031.87	$ 2,876.43
Blowoff Assembly	1	EA	$2,783.54	$ 2,783.54	0.00%	$ -	$ 2,783.54
Sample Point	2	EA	$2,112.98	$ 4,225.96	0.00%	$ -	$ 4,225.96
Fire Hydrant Assembly	2	EA	$8,555.48	$ 17,110.96	40.59%	$ 6,944.96	$ 10,166.00
Single Water Short Service (Polk County)	7	EA	$1,050.83	$ 7,355.81	40.02%	$ 2,943.48	$ 4,412.33
Single Water Long Service (Polk County)	3	EA	$1,069.30	$ 3,207.90	39.42%	$ 1,264.46	$ 1,943.44
Double Water Short Service (Polk County)	4	EA	$2,047.04	$ 8,188.16	40.02%	$ 3,276.67	$ 4,911.49
Double Water Long Service (Polk County)	6	EA	$2,104.70	$ 12,628.20	40.78%	$ 5,149.87	$ 7,478.33
Testing And Bactees	1	EA	$3,804.32	$ 3,804.32	0.00%	$ -	$ 3,804.32
Total Potable Water				$ 132,736.47		$ 49,023.80	$ 83,712.67
Reclaim Water							
4" MJ Gate Valve W/Box/Tag	1	LF	$1,715.75	$ 1,715.75	0.00%	$ -	$ 1,715.75
4" Lateral Connect	1	LF	$780.12	$ 780.12	0.00%	$ -	$ 780.12
4" DR18 Reclaimed Water Pipe	1,042	LF	$28.16	$ 29,342.72	40.86%	$ 11,989.57	$ 17,353.16
4" MJ 22.5 Bend	6	EA	$490.83	$ 2,944.98	40.35%	$ 1,188.24	$ 1,756.74
4" MJ 11.25 Bend	5	EA	$495.49	$ 2,477.45	40.22%	$ 996.34	$ 1,481.11
4" MJ Plug	1	EA	$379.97	$ 379.97	37.70%	$ 143.25	$ 236.72
4" MJ Gate Valve W/Box/Tag	2	EA	$1,715.75	$ 3,431.50	40.32%	$ 1,383.58	$ 2,047.92
Single Reclaimed Water Short Service (Polk County)	1	EA	$1,011.41	$ 1,011.41	40.11%	$ 405.69	$ 605.72
Single Reclaimed Water Long Service (Polk County)	1	EA	$1,082.11	$ 1,082.11	40.00%	$ 432.84	$ 649.27
Double Reclaimed Water Short Service (Polk County)	7	EA	$2,017.39	$ 14,121.73	41.76%	$ 5,897.77	$ 8,223.96
Double Reclaimed Water Long Service (Polk County)	7	EA	$2,086.43	$ 14,605.01	40.01%	$ 5,843.61	$ 8,761.40
Pressure Testing	1	LS	$3,043.46	$ 3,043.46	0.00%	$ -	$ 3,043.46
Total Reclaim Water				$ 74,936.21		$ 28,280.89	$ 46,655.32
Site Excavation & Grading							
Grade Roadway Areas and Curb Pads, Grade Back of Installed Curb, Final Grad at this Phase Completion	1	LS	$93,741.37	$ 93,741.37	50.00%	$ 46,870.69	$ 46,870.69
				$ 93,741.37		$ 46,870.69	$ 46,870.69
Sod & Hydrograss							
Bahia sod - 2" Sod BOC	505	LF	$3.78	$ 1,908.90	0.00%	$ -	$ 1,908.90
				$ 1,908.90		$ -	$ 1,908.90
			TOTAL FOX BRANCH PH 1 B	$ 1,953,773.79		$ 744,581.12	$ 1,209,192.67
						TOTAL PERFORMANCE BOND @ 110%	$ 1,330,111.94

CHRISTOPHER J ALLEN LICENSE No. 77719 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Christopher J Allen
Reason: This item has been digitally signed and sealed by Christopher J Allen 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.
Date: 2025.04.08 14:21:39-04'00'

Christopher J Allen, P.E. Florida Registration No. 77719 Date: 4/8/2025
Project Manager
Dewberry Engineers Inc.
800 N. Magnolia Ave, Ste. 1000
Orlando, Florida 32803
Certificate of Authorization No. 8794

Florida's Crossroads of Opportunity

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

POLK COUNTY

Board of County Commissioners

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Marty Waring, Inspector

Project Name: Fox Branch Phase 1B

Project #: LDRES-2023-65

DATE: 3/18/2026

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.23. 6/2/2026

SUBJECT

Accept Fox Branch Phase 1B potable water, wastewater and reclaim water utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

DESCRIPTION

Fox Branch Phase 1B is a 30-unit single family home development. This project received construction plan approval from Polk County on May 15, 2023, Fox Branch Phase 1B is located in the Northwest Regional Utility Service Area in S-08, T-27, R-23, and is located on Kathleen Road in Lakeland, Florida. All requirements for acceptance of the Fox Branch Phase 1B potable water, wastewater and reclaim water utility system improvements have been met. The Land Development Division has reviewed all of the documentation presented and recommends acceptance of these improvements.

RECOMMENDATION

Request Board accept the potable water, wastewater and reclaim water utility system improvements of Fox Branch Phase 1B for ownership, operation, and maintenance responsibilities by Polk County Utilities.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

UTILITIES DIVISION_LAND DEVELOPMENT DIVISION
SYSTEM ACCEPTANCE FISCAL INFORMATION SHEET
(Auditing submittal with supporting documentation after Board acceptance of systems)

PROJECT INFORMATION

Project Name:	Fox Branch Phase 1B		
County Project DMS #	LDRES-2023-65	PCUMD Project #	2023-20-30-0
Developer Name:	Forestar (USA) Real Estate Group Inc.		
Developer Address:	1064 Greenwood Blvd. Ste 200		
	Lake Mary, FL 32746		
Contact Person & Phone No.	Alex Madison (407) 850-3033		

SYSTEM(S) ACCEPTED BY UTILITIES DIVISION

Wastewater:	X	Reclaimed Water:	x	Potable Water:	x
Commencement Date of County Operation of System(s):				03/18/26	
Date of Acceptance by Board of County Commissioners:				06/02/26	

SYSTEM VALUE AND REIMBURSEMENT INFORMATION

System Value			
	On Site	Off Site	
Wastewater*	$117,607.66	$0.00	$117,607.66
Reclaimed Water*	$70,249.38	$0.00	$70,249.38
Potable Water*	$120,806.20	$0.00	$120,806.20
Land**	$0.00	$0.00	
Total system value			$308,663.24

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	$308,663.24
Total connection fee reimbursement	$0.00
Total cash reimbursement	
System contribution value****	$308,663.24

*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: 05/13/26

SVC 3/17/2016

CHAPTER 2 **DEVELOPMENT COORDINATION** **Section 250-E**

Engineer of Record's Letter of Certification

Project: Fox Branch Phase 1B

PCU Project No.: LDRES-2023-65

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: 4/21/2026

Engineer's Typed Name: Christopher J. Allen, P.E.

Florida P. E. Registration Number: 77719

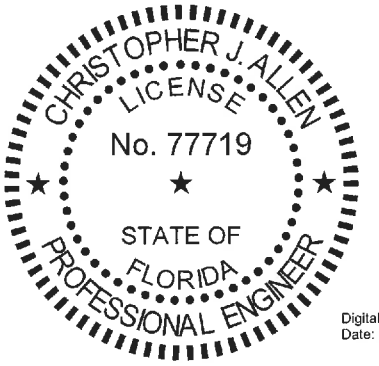
Engineer's Firm Name: Dewberry Engineers Inc.

Engineer's Mailing Address:
800 North Magnolia Avenue, Suite 1000
Orlando, FL 32803

Engineer's Physical Address:
800 North Magnolia Avenue, Suite 1000
Orlando, FL 32803

Telephone Number: 321-354-9739

Fax Number:



This item has been digitally signed and sealed by Christopher J Allen PE on the date adjacent to the seal.

The signature must be verified on any electronic copies.

Digitally signed by Christopher J Allen
Date: 2026.04.21 13:30:56-04'00'

CHAPTER 2 **DEVELOPMENT COORDINATION** **Section 250-F**

Contractor's Letter of Certification

Project: Fox Branch Phase 1B Only

PCU Project No.: LDRES-2023-65

I, as the CONTRACTOR for the above subject project, hereby certify to PCU that the Water ☑, wastewater ☑, and/or reclaimed water ☑ system (check all that apply) constructed as part of, and in conjunction with the above subject project are completed and in conformance with the Construction Plans approved by PCU, and State of Florida construction permit conditions. These utility systems are complete, functional, ready to be placed into operation to provide service to the public, and ready for County acceptance for PCU to take ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all utility system information, to include: each and every water, wastewater, and reclaimed water service, tap, clean-out, valve, fire hydrant, fitting, casing, and pipe referenced either from at least two fixed and easily found reference points (e.g., property corners, manhole lids, valve lids, etc.) or by the use of stations and offsets from the center of wastewater manholes or inline valves, as applicable. Depths, material specifications, and sizes of pipes, valves, and fittings are indicated on the Record Drawings. Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat. Horizontal dimensions and distances shown are within 0.1 foot accuracy. Vertical dimensions, elevations, and distances are within 0.1 foot accuracy.

All construction materials and workmanship is warranted for one (1) calendar year from the date of acceptance by the Board of County Commissioners.

Contractor's Signature Date: 1/26/26

Contractor's Typed Name: Patrick Braisted

Florida License Number: CGC040393

Contractor's Firm Name: Tucker Paving Inc.

Contractor's Mailing Address:
5658 Lucerne Park Road
Winter Haven, FL 33881

Contractor's Physical Address:
5658 Lucerne Park Road
Winter Haven, FL 33881

Telephone Number: 863-299-2262 Fax Number: 863-294-1007

CHAPTER 2 DEVELOPMENT COORDINATION Section 250-D

Developer's Letter of Dedication & Statement of Warranty

Project: Fox Branch Phase 1B Only

PCU Project No.: LDRES-2023-65

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: 1/21/2026

Developer's Typed Name: Alex Madison

Developer's Firm Name: Forestar (USA) Real Estate Group Inc.

Telephone Number: 407-850-3033 Fax Number: _____

Developer's Mailing Address: 1064 Greenwood Blvd. Suite 200

Lake Mary, FL 32746

Developer's Physical Address: 1064 Greenwood Blvd. Suite 200

Lake Mary, FL 32746

Water System Schedule of Values

Date: 1/21/26

Contractor: Tucker Paving Inc.

Project: Fox Branch Phase 1B Only

PCU Project No.: LDRES-2023-65

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long	3		1,069.30	3,207.90
2	Single Service, Short	7		1,050.83	7,355.81
3	Double Service, Long	6		2,104.70	12,628.20
4	Double Service, Short	4		2,047.04	8,188.16
5	Blow-Off Assembly, Complete	1		2,783.54	2,783.54
6	Fire Hydrant Assembly, Complete Including Branch Valve	2		8,555.48	17,110.96
7					
8					
9					
10	4" PVC, AWWA C-900, DR 18, Blue	271		28.16	7,631.36
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	10		490.83	4909.30
15	4" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	1		495.49	495.49
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	953		52.95	50,461.35
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	5		707.84	3,539.20
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	3		831.97	2495.93
42	8" Cross, DI, C153, Cement-Lined, Bituminous Coated				
43					
44	8" HDPE				
45					
46	10" PVC, AWWA C-900, DR 18, Blue				
47	10" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
48	10" Gate Valve Assembly, Complete				
49	10" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
50	10" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
51	10" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
52	10" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
53	10" Tee, DI, C153, Cement-Lined, Bituminous Coated				
54	10" Cross, DI, C153, Cement-Lined, Bituminous Coated				
55					
56	10" HDPE				
57					
58	12" PVC, AWWA C-900, DR 18, Blue				
59	12" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
60	12" Gate Valve Assembly, Complete				
61	12" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
62	12" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
63	12" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
64	12" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
65	12" Tee, DI, C153 Cement-Lined, Bituminous Coated				
66	12" Cross, DI, C153, Cement-Lined, Bituminous Coated				
67					
68	12" HDPE				
69					
70	16" PVC, AWWA C-905, DR 25, Blue				
71	16" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
72	16" Gate Valve Assembly, Complete				
73	16" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
74	16" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
75	16" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
76	16" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
77	16" Tee, DI, C153 Cement-Lined, Bituminous Coated				
78	16" Cross, DI, C153, Cement-Lined, Bituminous Coated				
79					
80	16" HDPE				
81					
82					
83					
84	18" PVC, AWWA C-905, DR 25, Blue				
85	18" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
86	18" Gate Valve Assembly, Complete				
87	18" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
88	18" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
89	18" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
90	18" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
91	18" Tee, DI, C153 Cement-Lined, Bituminous Coated				
92	18" Cross, DI, C153, Cement-Lined, Bituminous Coated				
93					
94	18" HDPE				
95					
96					
97					

Total Constructed Value: $ 120,806.2

Reviewer: Date:

Comments

CHAPTER 6 **RECLAIMED WATER** **Section 650-F**

RECLAIMED WATER SCHEDULE OF VALUES

Date: 1/21/26
Contractor: Tucker Paving Inc.
Project: Fox Branch Phase 1B Only
PCU Project No.: LDRES-2023-65

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long	1		1,082.11	1,082.11
2	Single Service, Short	1		1,011.41	1,011.41
3	Double Service, Long	7		2086.43	14,121.73
4	Double Service, Short	7		2,017.39	14,121.73
5	Blow-Off Assembly, Complete				
6					
7					
8					
9					
10	4" PVC, AWWA C-900, DR 18, Purple	1042.00		28.16	29342.72
11	4" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
12	4" Gate Valve Assembly, Complete	3		1,715.75	5,147.25
13	4" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	5		495.49	2477.45
14	4" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	6		490.83	2,944.98
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: $ 70,249.38

Reviewer: Date:

Comments

CHAPTER 5 **WASTEWATER** **Section 550-J**

Wastewater System Schedule of Values

Date: 1/21/26

Contractor: Tucker Paving Inc.

Project: Fox Branch Phase 1B Only

PCU Project No.: LDRES-2023-65

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long	2		1,196.67	2,393.34
2	Single Service, Short	2		1,196.67	2,393.34
3	Double Service, Long	7		1,860.31	13,022.17
4	Double Service, Short	6		1,860.31	11,161.02
5	8" PVC, SDR-26, 0'-6' deep	342		43.95	15,030.9
6	8" PVC, SDR-26, 6'-8' deep	342		43.95	15,030.9
7	8" PVC, SDR-26, 8'-10' deep				
8	8" PVC, SDR-26, 10'-12' deep	342		43.95	15,030.9
9	8" PVC, SDR-26, 12'-14' deep				
10	8" PVC, SDR-26, 14'-16' deep				
11	10" PVC, SDR-26, 0'-6' deep				
12	10" PVC, SDR-26, 6'-8' deep				
13	10" PVC, SDR-26, 8'-10' deep				
14	10" PVC, SDR-26, 10'-12' deep				
15	10" PVC, SDR-26, 12'-14' deep				
16	10" PVC, SDR-26, 14'-16' deep				
17	12" PVC, SDR-26, 0'-6' deep				
18	12" PVC, SDR-26, 6'-8' deep				
19	12" PVC, SDR-26, 8'-10' deep				
20	12" PVC, SDR-26, 10'-12' deep				
21	12" PVC, SDR-26, 12'-14' deep				
22	12" PVC, SDR-26, 14'-16' deep				
23	15" PVC, SDR-26, 0'-6' deep				
24	15" PVC, SDR-26, 6'-8' deep				
25	15" PVC, SDR-26, 8'-10' deep				
26	15" PVC, SDR-26, 10'-12' deep				
27	15" PVC, SDR-26, 12'-14' deep				
28	15" PVC, SDR-26, 14'-16' deep				
29	Standard Precast Manhole with Ring and Cover, 0'-6' deep	2		7446.29	14,892.58

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
30	Standard Precast Manhole with Ring and Cover, 6'-8' deep	2		8537.74	17,075.48
31	Standard Precast Manhole with Ring and Cover, 8'-10' deep				
32	Standard Precast Manhole with Ring and Cover, 10'-12' deep	1		11,577.03	11,577.03
33	Standard Precast Manhole with Ring and Cover, 12'-14' deep				
34	Standard Precast Manhole with Ring and Cover, 14'-16' deep				
35	Pump Station, Duplex Complete				
36	Pump Station, Triplex Complete				
37	Standby Generator Set				
38	Odor Control System				
39					
40					
41	4" PVC, AWWA C-900, DR 18, Green				
42	4' DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
43	4" Gate Valve Assembly, Complete				
44	4" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
45	4" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
46	4" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
47	4" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
48	4" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
49	4" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
50					
51	4" HDPE				
52					

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
53	6" PVC, AWWA C-900, DR 18, Green				
54	6" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
55	6" Gate Valve Assembly, Complete				
56	6" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
57	6" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
58	6" 45 Degree Bend, DI, C153 Epoxy-Lined, Bituminous Coated				
59	6" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
60	6" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
61	6" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
62					
63	6" HDPE				
64					
65	8" PVC, AWWA C-900, DR 18, Green				
66	8" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
67	8" Gate Valve Assembly, Complete				
68	8" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
69	8" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
70	8" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
71	8" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
72	8" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
73	8" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
74					
75	8" HDPE				
76					
77	10" PVC, AWWA C-900, DR 18, Green				
78	10" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
79	10" Gate Valve Assembly, Complete				
80	10" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
81	10" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
82	10" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
83	10" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
84	10" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
85	10" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
86					
87	10" HDPE				
88					
89	12" PVC, AWWA C-900, DR 18, Green				
90	12" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
91	12" Gate Valve Assembly, Complete				
92	12" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
93	12" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
94	12" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
95	12" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
96	12" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
97	12" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
98					
99	12" HDPE				

Total Constructed Value: $ 117,607.66

Reviewer: Date:

Comments

SCADA Panel I/O Listing

Type 1 Control Panel

Typical Hardwired I/O Description	Digital Inputs	Digital Outputs	Analog Inputs	Analog Outputs
Control Power Alarm	1			
Control Valve Closed	1			
Control Valve Open	1			
Station Power Alarm	1			
Intrusion Alarm	1			
Main Surge Suppressor Fail	1			
Control Panel Surge Suppressor Fail	1			
UPS Fail	1			
Flow			1	
Pressure Influent			1	
Pressure Effluent			1	
Control Valve Position Feedback			1	
Control Valve Position Command				1
Used I/O	**8**	**0**	**4**	**1**
Estimated Spare I/O	**8**	**0**	**4**	**3**
TOTAL HARDWIRED I/O	**16**	**0**	**8**	**4**

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Marty Waring, Inspector

Project Name: Fox Branch Phase 1B

Project #: LDRES-2023-65

DATE: 3/18/2026

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.24. 6/2/2026

SUBJECT

Accept a one-year warranty and surety in the amount of $38,146.39 in the form of Maintenance Bond No. DUA005093 for Fox Branch Phase 1B. (No Fiscal Impact)

DESCRIPTION

This request is to accept a one-year warranty and surety in the amount of $38,146.39 in the form of Maintenance Bond No. DUA005093, which represents 10% of the cost of the publicly dedicated infrastructure for ownership, operation and maintenance responsibilities for Fox Branch Phase 1B 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 June 2, 2026 and ends on June 2, 2027.

RECOMMENDATION

Request Board accept a one-year warranty expiring on June 2, 2027 and a Maintenance Bond in the amount of $38,146.39 for Fox Branch Phase 1B.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

RESIDENTIAL MAINTENANCE BOND Bond No. DUA005093

KNOWN ALL MEN BY THESE PRESENTS, That we, Forestar (USA) Real Estate Group Inc., as Principal, and AXIS Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of IL and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Thirty Eight Thousand One Hundred Forty Six and 39/100 ($38,146.39) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Fox Branch Phase 1B subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of One (1) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect") of the Improvements; and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:

AXIS Insurance Company
10000 AVALON BOULEVARD, SUITE 200
ALPHARETTA, GA 30009

The Principal at:

Forestar (USA) Real Estate Group Inc.
2221 E Lamar Blvd, Suite 790
Arlington, TX 76006

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 25th day of February, 20 26.

Witness

Printed Name

Witness

Printed Name

PRINCIPAL:

Forestar (USA) Real Estate Group Inc.
Name of Corporation

By:

Alex Madson
Printed Name

Title: Vice President

(SEAL)

Witness

Jynell Whitehead
Printed Name

Witness

Leslie Grimes
Printed Name

SURETY:

AXIS Insurance Company
Name of Corporation

By:

AXIS INSURANCE COMPANY
CORPORATE SEAL
ILLINOIS

Noah William Pierce
Printed Name

Title: Attorney-In-Fact

(SEAL)

(Attach power of attorney)

DUA005093

POWER OF ATTORNEY

Know All Men by These Presents: That **AXIS Insurance Company,** an Illinois property and casualty company, (the "Company") does hereby appoint:

Kyle Williams, Noah William Pierce, Bryan M Caneschi, Catherine Thompson, Lisa A. Pless, and Elspeth J Murray.

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on September 27, 2023:

RESOLVED, that in connection with the Agreements, any one of the Chief Executive Officer, President, any Executive Vice President, any Senior Vice President of the Company, or any Vice President - Surety (each an "Authorized Officer"), acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact, and to allow such Attorneys-In-Fact to further delegate their power and authority pursuant to appropriate written agreements, to make, execute, seal and deliver for and on behalf of the Company as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf; and

RESOLVED FURTHER, that each of the each of the Authorized Officers and any Secretary or Assistant Secretary of the Company, hereby is, acting singly, authorized, empowered and directed to perform such acts and things as may be necessary or appropriate to carry out the foregoing resolution and the transactions contemplated thereby.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 10th day of October, 2023.

Attested and Certified
AXIS Insurance Company

By: _____

Printed Name: Andrew M. Weissert

Title: Senior Vice President

AXIS INSURANCE COMPANY CORPORATE SEAL ILLINOIS

STATE OF GEORGIA
COUNTY OF FULTON

Before me personally came **Andrew M. Weissert,** Senior Vice President of AXIS Insurance Company, to me known to be the individual and officer described herein, who acknowledged that they, being duly authorized, signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Angela Grubbs
Notary Public

ANGELA GRUBBS NOTARY PUBLIC Exp. Dec. 13, 2025 FORSYTH COUNTY, GA

CERTIFICATION

I, **Frances R. Mathis,** Assistant Secretary of AXIS Insurance Company, do hereby certify that the attached Power of Attorney the 10th day of October, 2023, on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said **Andrew M. Weissert**, who executed the Power of Attorney, was a duly elected Senior Vice President of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on this the 25th day of February, 2026.

By: _____

Printed Name: Frances R. Mathis

Title: Assistant Secretary

AXIS INSURANCE COMPANY CORPORATE SEAL ILLINOIS

[Seal]

Fox Branch Phase 1B (LDRES-2023-65)

Polk County

Maintenance Bond - Schedule of Values

Dewberry

Date: 1/6/2026

Rev'd Date:

DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
SANITARY SYSTEM				**$ 173,791.21**
8" Core Connect To Existing Manhole	LS	1.00	$3,188.39	$ 3,188.39
8" DR26 Sanitary Pipe	LF	1,026.00	$43.95	$ 45,092.70
4' Ø Sanitary Manhole 0-6' (Polk County)	EA	2.00	$7,446.29	$ 14,892.58
4' Ø Sanitary Manhole 6-8' (Polk County)	EA	2.00	$8,537.74	$ 17,075.48
4' Ø Sanitary Manhole 10-12' (Polk County)	EA	1.00	$11,577.03	$ 11,577.03
Single Sanitary Service (Polk County)	EA	4.00	$1,196.67	$ 4,786.68
Double Sanitary Service (Polk County)	EA	13.00	$1,860.31	$ 24,184.03
TV And Air Testing - Gravity Line	LS	1.00	$9,452.83	$ 9,452.83
Dewatering Sanitary Installation	LS	1.00	$43,541.49	$ 43,541.49
POTABLE WATER				**$ 132,736.47**
Temporary Backflow Assembly - Jumper	LS	1.00	$3,184.40	$ 3,184.40
8" Lateral Connect	LF	1.00	$715.59	$ 715.59
8" DR18 Water Pipe	LF	953.00	$52.95	$ 50,461.35
4" DR18 Water Pipe	LF	271.00	$28.16	$ 7,631.36
8" X 6" MJ Tee	EA	2.00	$945.93	$ 1,891.86
8" X 4" MJ Reducer	EA	1.00	$604.07	$ 604.07
8" MJ 11.25 Bend	EA	5.00	$707.84	$ 3,539.20
4" MJ 45 Bend	EA	1.00	$495.49	$ 495.49
4" MJ 22.5 Bend	EA	10.00	$490.83	$ 4,908.30
Blowoff Assembly	EA	1.00	$2,783.54	$ 2,783.54
Sample Point	EA	2.00	$2,112.98	$ 4,225.96
Fire Hydrant Assembly	EA	2.00	$8,555.48	$ 17,110.96
Single Water Short Service (Polk County)	EA	7.00	$1,050.83	$ 7,355.81
Single Water Long Service (Polk County)	EA	3.00	$1,069.30	$ 3,207.90
Double Water Short Service (Polk County)	EA	4.00	$2,047.04	$ 8,188.16
Double Water Long Service (Polk County)	EA	6.00	$2,104.70	$ 12,628.20
Testing And Bactees	LS	1.00	$3,804.32	$ 3,804.32

Fox Branch Phase 1B (LDRES-2023-65)

Polk County

Maintenance Bond - Schedule of Values

Dewberry

Date: 1/6/2026

Rev'd Date:

DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
RECLAIM WATER				**$ 74,936.21**
4" MJ Gate Valve W/Box/Tag	EA	1.00	$1,715.75	$ 1,715.75
4" Lateral Connect	EA	1.00	$780.12	$ 780.12
4" DR18 Reclaimed Water Pipe	LF	1,042.00	$28.16	$ 29,342.72
4" MJ 22.5 Bend	EA	6.00	$490.83	$ 2,944.98
4" MJ 11.25 Bend	EA	5.00	$495.49	$ 2,477.45
4" MJ Plug	EA	1.00	$379.97	$ 379.97
4" MJ Gate Valve W/Box/Tag	EA	2.00	$1,715.75	$ 3,431.50
Single Reclaimed Water Short Service (Polk County)	EA	1.00	$1,011.41	$ 1,011.41
Single Reclaimed Water Long Service (Polk County)	EA	1.00	$1,082.11	$ 1,082.11
Double Reclaimed Water Short Service (Polk County)	EA	7.00	$2,017.39	$ 14,121.73
Double Reclaimed Water Long Service (Polk County)	EA	7.00	$2,086.43	$ 14,605.01
Pressure Testing	LS	1.00	$3,043.46	$ 3,043.46
TOTAL				**$ 381,463.89**
POLK COUNTY MAINTENANCE BOND @ 10%				**$ 38,146.39**

CHRISTOPHER J. ALLEN LICENSE No. 77719 STATE OF FLORIDA REGISTERED ENGINEER

This item has been digitally signed and sealed by Christopher J Allen PE on the date adjacent to the seal. The signature must be verified on any electronic copies.
2026.01.21 09:26:37-05'00'

Christopher J Allen, P.E. Florida Registration No. 77719 Date

Project Manager

Dewberry Engineers Inc.

800 N. Magnolia Ave. Ste. 1000

Orlando, Florida 32803

Certificate of Authorization No. 8794

Florida's Crossroads of Opportunity

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

POLK COUNTY

Board of County Commissioners

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Marty Waring, Inspector

Project Name: Fox Branch Phase 1B

Project #: LDRES-2023-65

DATE: 3/18/2026

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.25. 6/2/2026

SUBJECT

Approve the release of a surety in the amount of $2,367,755.54 in the form of Performance Bond No. US00145971SU25A for Fox Branch Ranch Phase 2. (No Fiscal Impact)

DESCRIPTION

On April 1, 2025, the Board accepted a performance surety bond in the amount of $2,367,755.54 for miscellaneous construction items. An inspection was performed on January 29, 2026, 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. US00145971SU25A in the amount of $2,367,755.54.

RECOMMENDATION

Request Board approve the release of Performance Bond No. US00145971SU25A in the amount of $2,367,755.54 for Fox Branch Ranch Phase 2.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

PERFORMANCE BOND Bond No. US00145971SU25A

KNOWN ALL MEN BY THESE PRESENTS, that We, Forestar (USA) Real Estate Group Inc., as Principal, and XL Specialty Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of DE and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida (the "County"), as Obligee, in the sum of Two Million Three Hundred Sixty Seven Thousand Seven Hundred Fifty Five and 54/100 ($2,367,755.54) 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 Fox Branch Ranch Phase 2 platted subdivision (the "Subdivision"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with the County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the LDC requires the Principal to provide and maintain full performance security guaranteeing the completion and approval of all private or public on-site or off-site Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall well and truly construct the Improvements in the Subdivision in accordance with the Plans and LDC by August 20, 20 25 (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:

XL Specialty Insurance Company
677 WASHINGTON BLVD., 10TH FLOOR, SUITE 1000
STAMFORD, CT 06901

The Principal at:

Forestar (USA) Real Estate Group Inc.
2221 E Lamar Blvd, Suite 790
Arlington, TX 76006

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 9th DAY OF January, 2025,
(the date of issue by the Surety).

PRINCIPAL:

Shelley Kaercher
Witness

Shelley Kaercher
Printed Name

Witness

Kolton Benson
Printed Name

Forestar (USA) Real Estate Group Inc.
Name of Corporation

By:

Alex Madison
Printed Name
Title: Vice President
(SEAL)

PRINCIPAL

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of January, 2025, by Alex Madison as Vice President (*title of officer*) of Forestar (*entity name*), on behalf of the on behalf of the Principal, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Roger L VanAuker
My Commission
HH 179965
Exp. 9/28/2025

Notary Public
Print Name Roger VanAuker
My Commission Expires 9/28/2025

SURETY:

Witness

Jonathan Gleason
Printed Name

Witness

Kaden Tate
Printed Name

XL Specialty Insurance Company
Name of Corporation

By:

Michelle Anne McMahon
Printed Name
Title: Attorney-In-Fact
(SEAL)

(ATTACH POWER OF ATTORNEY)

STATE OF Connecticut
COUNTY OF Hartford

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 9th day of January, 2025, 2020, by Michelle Anne McMahon as Attorney-In-Fact (*title of officer*) of XL Specialty Insurance Company (*entity name*), on behalf of the on behalf of the Surety, who [X] is personally known to me or [ ] has produced personally known to me as identification.

(AFFIX NOTARY SEAL)

ASHLEY ALEXIS
NOTARY PUBLIC- #192450
STATE OF CONNECTICUT
MY COMMISSION EXPIRES AUG. 31, 2029

Notary Public
Print Name Ashley Alexis
My Commission Expires 8/31/29

EXHIBIT A

(Engineer's Cost Estimate)

FOX BRANCH PHASE 2
POLK COUNTY
PERFORMANCE BOND

Dewberry

Date: 12/13/2024
Rev'd Date:

DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT	WORK COMPLETED TO DATE		WORK REMAINING
					%	COST	
Miscellaneous							
Mobilization	1	LS	$ 49,914.72	$ 49,914.72	70.00%	$ 34,940.30	$ 14,974.42
Construction Layout W/ As-Builts	1	LS	$ 73,185.18	$ 73,185.18	45.00%	$ 32,933.33	$ 40,251.85
Soil Testing	1	LS	$ 33,434.15	$ 33,434.15	35.00%	$ 11,701.95	$ 21,732.20
Maintenance Of Traffic	1	LS	$ 2,289.81	$ 2,289.81	100.00%	$ 2,289.81	$ -
Total Miscellaneous				**$ 158,823.86**		**$ 81,865.40**	**$ 76,958.46**
Erosion Control							
Silt Fence Type III	12945	LF	$ 1.45	$ 18,770.25	100.00%	$ 18,770.25	$ -
Temporary Construction Entrance	1	LS	$ 6,879.72	$ 6,879.72	100.00%	$ 6,879.72	$ -
SWPPP Monitoring - 6 Months	1	LS	$ 8,695.35	$ 8,695.35	50.00%	$ 4,347.68	$ 4,347.68
12" Stabilized Subgrade	16717	SY	$ 7.08	$ 118,356.36	1.00%	$ 1,183.56	$ 117,172.80
6" Limerock Base	13656	SY	$ 14.01	$ 191,320.56	52.79%	$ 100,998.12	$ 90,322.44
1.5" SP-9.5 Asphalt (FDOT - 40% RAP)	13656	SY	$ 19.35	$ 264,243.60	0.00%	$ -	$ 264,243.60
Total Erosion Control				**$ 608,265.84**		**$ 132,179.33**	**$ 476,086.51**
Temporary Asphalt Turn Around							
12" Stabilized Subgrade	1025	SY	$ 7.08	$ 7,257.00	0.00%	$ -	$ 7,257.00
6" Limerock Base	1025	SY	$ 14.01	$ 14,360.25	0.00%	$ -	$ 14,360.25
1.5" SP-9.5 Asphalt (FDOT - 40% RAP)	1025	SY	$ 19.35	$ 19,833.75	0.00%	$ -	$ 19,833.75
Total Temporary Asphalt Turn Around				**$ 41,451.00**		**$ -**	$ 41,451.00
Pavement Markings & Sinage							
'(4) Pedestrian Crosswalks, (5) Stop Bar Stripes, (5) Stop/Street Name	1	LS	$ 9,969.15	$ 9,969.15	0.00%	$ -	$ 9,969.15
Total Pavment Markings & Sinage				**$ 9,969.15**		**$ -**	**$ 9,969.15**
Concrete							
Miami Curb	8865	LF	$ 25.74	$ 228,185.10	0.00%	$ -	$ 228,185.10
2' Drop Curb	60	LF	$ 21.91	$ 1,314.60	0.00%	$ -	$ 1,314.60
Transition Curb	255	LF	$ 25.74	$ 6,563.70	0.00%	$ -	$ 6,563.70
5' Concrete Sidewalk - 4"	1915	LF	$ 40.83	$ 78,189.45	0.00%	$ -	$ 78,189.45
5' ADA Handicap Ramps	10	LF	$ 1,937.70	$ 19,377.00	0.00%	$ -	$ 19,377.00
Total Concrete				**$ 333,629.85**		**$ -**	**$ 333,629.85**
Storm System							
36" RCP Storm Pipe	215	LF	$ 218.34	$ 46,943.10	80.92%	$ 37,986.36	$ 8,956.74
30" RCP Storm Pipe	220	LF	$ 167.85	$ 36,927.00	100.00%	$ 36,927.00	$ -
24" RCP Storm Pipe	1986	LF	$ 119.48	$ 237,287.28	63.05%	$ 149,609.63	$ 87,677.65
18" RCP Storm Pipe	736	LF	$ 88.14	$ 64,871.04	100.00%	$ 64,871.04	$ -
15" RCP Storm Pipe	472	LF	$ 79.15	$ 37,358.80	54.99%	$ 20,543.60	$ 16,815.20
36" RCP Mitered End Section	1	EA	$ 8,599.95	$ 8,599.95	54.81%	$ 4,713.63	$ 3,886.32
30" RCP Mitered End Section	1	EA	$ 6,822.49	$ 6,822.49	54.82%	$ 3,740.09	$ 3,082.40
24" RCP Mitered End Section	6	EA	$ 4,482.92	$ 26,897.52	84.22%	$ 22,653.09	$ 4,244.43
18" RCP Mitered End Section	2	EA	$ 3,721.46	$ 7,442.92	56.47%	$ 4,203.02	$ 3,239.90
Type P-5 Curb Inlet	3	EA	$ 6,874.57	$ 20,623.71	50.00%	$ 10,311.86	$ 10,311.86
Type J-6 Curb Inlet	2	EA	$ 13,951.36	$ 27,902.72	100.00%	$ 27,902.72	$ -
Type P-6 Curb Inlet	26	EA	$ 8,093.41	$ 210,428.66	73.08%	$ 153,781.26	$ 56,647.40
Type J Storm Manhole	3	EA	$ 11,246.55	$ 33,739.65	66.67%	$ 22,494.22	$ 11,245.43
Type P Storm Manhole	9	EA	$ 6,355.37	$ 57,198.33	66.67%	$ 38,134.13	$ 19,064.20
Light Clean & Video Proposed Pipe	1	LS	$ 29,255.44	$ 29,255.44	0.00%	$ -	$ 29,255.44
Dewatering Storm Installation	1	LS	$ 138,656.78	$ 138,656.78	90.00%	$ 124,791.10	$ 13,865.68
Total Storm Sewer				**$ 990,955.39**		**$ 722,662.75**	**$ 268,292.64**
Sanitary System							

FOX BRANCH PHASE 2
POLK COUNTY
PERFORMANCE BOND

Dewberry

Date: 12/13/2024
Rev'd Date:

DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT	WORK COMPLETED TO DATE		WORK REMAINING
					%	COST	
8" DR26 Sanitary Pipe	4660	LF	$ 43.95	$ 204,807.00	100.00%	$ 204,807.00	$ -
4' Ø Sanitary Manhole 0-6' (Polk County)	3	EA	$ 7,238.00	$ 21,714.00	100.00%	$ 21,714.00	$ -
4' Ø Sanitary Manhole 6-8' (Polk County)	8	EA	$ 8,165.61	$ 65,324.88	100.00%	$ 65,324.88	$ -
4' Ø Sanitary Manhole 8-10' (Polk County)	6	EA	$ 9,280.86	$ 55,685.16	100.00%	$ 55,685.16	$ -
4' Ø Sanitary Manhole 10-12' (Polk County)	2	EA	$ 10,342.15	$ 20,684.30	50.00%	$ 10,342.15	$ 10,342.15
4' Ø Sanitary Manhole 12-14' (Polk County)	2	EA	$ 12,082.67	$ 24,165.34	50.00%	$ 12,082.67	$ 12,082.67
4' Ø Sanitary Manhole 14-16' (Polk County)	1	EA	$ 13,073.94	$ 13,073.94	100.00%	$ 13,073.94	$ -
Single Sanitary Service (Polk County)	34	EA	$ 1,196.67	$ 40,686.78	69.41%	$ 28,240.69	$ 12,446.09
Double Sanitary Service (Polk County)	44	EA	$ 1,860.31	$ 81,853.64	61.87%	$ 50,642.85	$ 31,210.79
TV And Air Testing - Gravity Line	1	LS	$ 30,206.44	$ 30,206.44	0.00%	$ -	$ 30,206.44
Dewatering Sanitary Installation	1	LS	$ 146,118.13	$ 146,118.13	100.00%	$ 146,118.13	$ -
Total Sanitary System				**$ 704,319.61**		**$ 608,031.47**	**$ 96,288.14**
Force Main							
8" Lateral Connect	1	EA	$ 1,560.57	$ 1,560.57	0.00%	$ -	$ 1,560.57
8" DR18 Force Main Green Pipe	1402	LF	$ 59.05	$ 82,788.10	75.09%	$ 62,165.58	$ 20,622.52
6" DR18 Forcemain Green Pipe	77	LF	$ 37.73	$ 2,905.21	70.51%	$ 2,048.46	$ 856.75
4" DR18 Forcemain Green Pipe	321	LF	$ 27.40	$ 8,795.40	62.31%	$ 5,480.41	$ 3,314.99
8" X 6" MJ Tee P-401 Lined	1	EA	$ 1,486.63	$ 1,486.63	42.07%	$ 625.43	$ 861.20
8" X 4" MJ Reducer P-401 Lined	1	EA	$ 1,082.69	$ 1,082.69	39.70%	$ 429.83	$ 652.86
8" MJ 22.5 Bend P-401 Lined	6	EA	$ 1,225.73	$ 7,354.38	41.84%	$ 3,077.07	$ 4,277.31
8" MJ 11.25 Bend P-401 Lined	10	EA	$ 1,242.82	$ 12,428.20	43.37%	$ 5,390.11	$ 7,038.09
6" MJ 90 Bend - P401 Lined	2	EA	$ 1,021.32	$ 2,042.64	40.89%	$ 835.24	$ 1,207.40
6" MJ 45 Bend - P401 Lined	4	EA	$ 963.92	$ 3,855.68	41.53%	$ 1,601.26	$ 2,254.42
6" MJ Plug - P401 Lined	1	EA	$ 765.85	$ 765.85	41.86%	$ 320.58	$ 445.27
4" MJ 90 Bend - P401 Lined	2	EA	$ 678.82	$ 1,357.64	42.06%	$ 571.02	$ 786.62
4" MJ 45 Bend - P401Lined	4	EA	$ 749.64	$ 2,998.56	41.46%	$ 1,243.20	$ 1,755.36
4" MJ 22.5 Bend - P401Lined	1	EA	$ 618.23	$ 618.23	39.58%	$ 244.70	$ 373.53
4" MJ 11.25 Bend - P401Lined	2	EA	$ 632.29	$ 1,264.58	41.43%	$ 523.92	$ 740.66
4" MJ Plug - P401Lined	1	EA	$ 461.02	$ 461.02	41.43%	$ 191.00	$ 270.02
8" MJ Gate Valve W/Box/Tag	2	EA	$ 2,808.27	$ 5,616.54	0.00%	$ -	$ 5,616.54
6" MJ Gate Valve W/Box/Tag	2	EA	$ 1,966.16	$ 3,932.32	0.00%	$ -	$ 3,932.32
4" MJ Gate Valve W/Box/Tag	1	EA	$ 1,657.63	$ 1,657.63	0.00%	$ -	$ 1,657.63
Pressure Testing	1	LS	$ 3,043.38	$ 3,043.38	0.00%	$ -	$ 3,043.38
Total Force Main				**$ 146,015.25**		**$ 84,747.82**	**$ 61,267.43**
Potable Water							
Temporary Backflow Assembly - Jumper	1	EA	$ 3,184.40	$ 3,184.40	0.00%	$ -	$ 3,184.40
12" Lateral Connect	1	EA	$ 1,612.48	$ 1,612.48	0.00%	$ -	$ 1,612.48
8" Lateral Connect	1	EA	$ 715.59	$ 715.59	0.00%	$ -	$ 715.59
12" DR18 Water Main	1542	LF	$ 89.90	$ 138,625.80	48.28%	$ 66,928.54	$ 71,697.26
8" DR18 Water Pipe	2411	LF	$ 52.95	$ 127,662.45	75.96%	$ 96,972.40	$ 30,690.05
6" DR18 Water Pipe	1001	LF	$ 37.67	$ 37,707.67	42.42%	$ 15,995.59	$ 21,712.08
12" MJ Cross	1	EA	$ 2,495.03	$ 2,495.03	40.97%	$ 1,022.21	$ 1,472.82
12" X 6" MJ Tee	4	EA	$ 1,430.60	$ 5,722.40	44.23%	$ 2,531.02	$ 3,191.38
12" X 8" MJ Reducer	1	EA	$ 980.23	$ 980.23	41.04%	$ 402.29	$ 577.94
12" X 6" MJ Reducer	1	EA	$ 942.37	$ 942.37	41.24%	$ 388.63	$ 553.74
12" MJ 11.25 Bend	15	EA	$ 1,226.62	$ 18,399.30	41.93%	$ 7,714.83	$ 10,684.47
8" X 6" MJ Tee	8	EA	$ 945.93	$ 7,567.44	41.13%	$ 3,112.49	$ 4,454.95
8" MJ 11.25 Bend	18	EA	$ 707.84	$ 12,741.12	44.69%	$ 5,694.01	$ 7,047.11
6" MJ Tee	2	EA	$ 809.72	$ 1,619.44	36.66%	$ 593.69	$ 1,025.75
6" MJ 45 Bend	4	EA	$ 575.50	$ 2,302.00	40.51%	$ 932.54	$ 1,369.46
6" MJ 11.25 Bend	3	EA	$ 571.62	$ 1,714.86	41.24%	$ 707.21	$ 1,007.65
12" MJ Gate Valve W/Box/Tag	4	EA	$ 5,300.11	$ 21,200.44	38.68%	$ 8,200.33	$ 13,000.11
8" MJ Gate Valve W/Box/Tag	4	EA	$ 2,808.27	$ 11,233.08	41.46%	$ 4,657.23	$ 6,575.85

FOX BRANCH PHASE 2
POLK COUNTY
PERFORMANCE BOND

Dewberry

Date: 12/13/2024
Rev'd Date:

DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT	WORK COMPLETED TO DATE		WORK REMAINING
					%	COST	
6" MJ Gate Valve W/Box/Tag	1	EA	$ 1,966.16	$ 1,966.16	36.38%	$ 715.29	$ 1,250.87
Blowoff Assembly	3	EA	$ 2,783.54	$ 8,350.62	0.00%	$ -	$ 8,350.62
Sample Point	4	EA	$ 2,112.98	$ 8,451.92	0.00%	$ -	$ 8,451.92
Fire Hydrant Assembly	13	EA	$ 8,555.48	$ 111,221.24	55.07%	$ 61,249.54	$ 49,971.70
Single Water Short Service (Polk County)	27	EA	$ 1,050.83	$ 28,372.41	46.86%	$ 13,295.31	$ 15,077.10
Single Water Long Service (Polk County)	7	EA	$ 1,069.30	$ 7,485.10	46.85%	$ 3,506.77	$ 3,978.33
Double Water Short Service (Polk County)	15	EA	$ 2,047.04	$ 30,705.60	47.78%	$ 14,671.14	$ 16,034.46
Double Water Long Service (Polk County)	29	EA	$ 2,104.70	$ 61,036.30	43.11%	$ 26,312.75	$ 34,723.55
Testing And Bactees	1	LS	$ 14,025.60	$ 14,025.60	0.00%	$ -	$ 14,025.60
Total Potable Water				**$ 668,041.05**		**$ 335,603.79**	**$ 332,437.26**
Reclaim Water							
8" Lateral Connect	1	EA	$ 984.71	$ 984.71	0.00%	$ -	$ 984.71
4" Lateral Connect	1	EA	$ 780.12	$ 780.12	0.00%	$ -	$ 780.12
8" DR18 Reclaimed Water Pipe	1815	LF	$ 55.87	$ 101,404.05	73.30%	$ 74,329.17	$ 27,074.88
4" DR18 Reclaimed Water Pipe	3462	LF	$ 28.16	$ 97,489.92	78.54%	$ 76,568.58	$ 20,921.34
8" MJ Cross	1	EA	$ 1,140.35	$ 1,140.35	35.19%	$ 401.29	$ 739.06
8" X 4" MJ Reducer	1	EA	$ 604.07	$ 604.07	38.13%	$ 230.33	$ 373.74
8" MJ 90 Bend	2	EA	$ 887.72	$ 1,775.44	88.46%	$ 1,570.55	$ 204.89
8" MJ 45 Bend	4	EA	$ 715.59	$ 2,862.36	60.51%	$ 1,732.01	$ 1,130.35
8" MJ 22.5 Bendd	7	EA	$ 699.31	$ 4,895.17	67.85%	$ 3,321.37	$ 1,573.80
8" MJ 11.25 Bend	12	EA	$ 707.84	$ 8,494.08	60.90%	$ 5,172.89	$ 3,321.19
8" MJ Plug	2	EA	$ 512.51	$ 1,025.02	37.52%	$ 384.59	$ 640.43
4" MJ Plug	1	EA	$ 379.97	$ 379.97	37.51%	$ 142.53	$ 237.44
4" MJ Tee	1	EA	$ 622.63	$ 622.63	40.47%	$ 251.98	$ 370.65
4" MJ 90 Bend	2	EA	$ 510.99	$ 1,021.98	38.01%	$ 388.45	$ 633.53
4" MJ 45 Bend	12	EA	$ 495.49	$ 5,945.88	40.56%	$ 2,411.65	$ 3,534.23
4" MJ 22.5 Bend	1	EA	$ 490.83	$ 490.83	37.36%	$ 183.37	$ 307.46
4" MJ 11.25 Bend	18	EA	$ 495.49	$ 8,918.82	38.92%	$ 3,471.20	$ 5,447.62
8" MJ Gate Valve W/Box/Tag	5	EA	$ 2,812.55	$ 14,062.75	0.00%	$ -	$ 14,062.75
4" MJ Gate Valve W/Box/Tag	5	EA	$ 1,715.75	$ 8,578.75	0.00%	$ -	$ 8,578.75
Single Reclaimed Water Short Service (Polk County)	13	EA	$ 1,011.41	$ 13,148.33	47.58%	$ 6,255.98	$ 6,892.35
Single Reclaimed Water Long Service (Polk County)	9	EA	$ 1,082.11	$ 9,738.99	47.26%	$ 4,602.65	$ 5,136.34
Double Reclaimed Water Short Service (Polk County)	26	EA	$ 2,017.39	$ 52,452.14	47.08%	$ 24,694.47	$ 27,757.67
Double Reclaimed Water Long Service (Polk County)	24	EA	$ 2,086.43	$ 50,074.32	45.46%	$ 22,763.79	$ 27,310.53
Pressure Testing	1	EA	$ 3,286.87	$ 3,286.87	0.00%	$ -	$ 3,286.87
Total Reclaim Water				**$ 390,177.55**		**$ 228,876.86**	**$ 161,300.69**
Site Excavation & Grading							
Grade Proposed Areas Utilizing Cut Materials And Imported Fill Placed And	1	LS	$ 299,899.75	$ 299,899.75	15.00%	$ 44,984.96	$ 254,914.79
Total Site Excavation & Grading				**$ 299,899.75**		**$ 44,984.96**	**$ 254,914.79**

FOX BRANCH PHASE 2
POLK COUNTY
PERFORMANCE BOND

Dewberry

Date: 12/13/2024
Rev'd Date:

DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT	WORK COMPLETED TO DATE		WORK REMAINING
					%	COST	
Sod & Hydrogradd							
Bahia Sod - Swale/Disturbed Areas/BOC	24542	SF	$ 3.78	$ 92,768.76	56.98%	$ 52,859.64	$ 39,909.12
Hydrograss Disturbed Areas	23	SF	$ 2,536.14	$ 58,331.22	100.00%	$ 58,331.22	$ -
Total Site Excavation & Grading				**$ 151,099.98**		**$ 111,190.86**	**$ 39,909.12**
			TOTAL FOX BRANCH PH 2	4,502,648.280		2,350,143.246	**$ 2,152,505.03**
						TOTAL PERFORMANCE BOND @ 110%	**$ 2,367,755.54**

CHRISTOPHER J ALLEN LICENSE No. 77719 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Christopher J Allen
Reason: This item has been digitally signed and sealed by Christopher J Allen 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.
Date: 2024.12.17 15:18:32-05'00'

Christopher J Allen, P.E.
Project Manager
Dewberry Engineers Inc.
800 N. Magnolia Ave. Ste. 1000
Orlando, Florida 32803
Certificate of Authorization No. 8794

Florida Registration No. 77719

Date: 9/16/2024

Docusign Envelope ID: E725B380-0910-4FED-8A02-C2C64081FB4A

Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1631139

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, and Greenwich Insurance Company, both Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, do hereby nominate, constitute, and appoint:

Kathryn Pryor, Jennifer Godere, Gentry Stewart, Michelle Anne McMahon, Rebecca Sanford, Sarah Murtha, Connor Wolpert, Jonathan Gleason, Nicholas Miller, Doritza Mojica, Richard Hackner, Robyn Salley, Chad Johnson

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed $150,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 8th day of June 2022.

RESOLVED, that Gary Kaplan, Maria Duhart, Pat Dougherty, David Maguire and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Maria Duhart, Pat Dougherty, David Maguire and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this December 30th, 2024.

XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY

by: Kevin M. Mirsch
Kevin M. Mirsch, SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest: David Maguire
David Maguire, ASSISTANT SECRETARY

On this 30th day of December, 2024, before me personally came Kevin Mirsch to me known, who, being duly sworn, did depose and say: that he is Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2028
Commission number 1268765
Member, Pennsylvania Association of Notaries

Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, David Maguire, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, corporations of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Stamford, this 7th day of January 2025

David Maguire, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 12/30/2026

SB0041

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: Marty Waring, Inspector

Project Name: Fox Branch Ranch Phases 1 & 2

Project #: LDRES-2022-34

DATE: 1/29/2026

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.26. 6/2/2026

SUBJECT

Accept a one-year warranty and surety in the amount of $170,868.86 in the form of Maintenance Bond No. 0271009 for Fox Branch Ranch Phase 2. (No Fiscal Impact)

DESCRIPTION

This request is to accept a one-year warranty and surety in the amount of $170,868.86 in the form of Maintenance Bond No. 0271009, which represents 10% of the cost of the publicly dedicated infrastructure for ownership, operation and maintenance responsibilities for Fox Branch Ranch Phase 2 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 June 2, 2026 and ends on June 2, 2027.

RECOMMENDATION

Request Board accept a one-year warranty expiring on June 2, 2027 and a Maintenance Bond in the amount of $170,868.86 for Fox Branch Ranch Phase 2.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

RESIDENTIAL MAINTENANCE BOND Bond No. 0271009

KNOWN ALL MEN BY THESE PRESENTS, That we, Forestar (USA) Real Estate Group Inc., as Principal, and Berkley Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of DE and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of One Hundred Seventy Thousand Eight Hundred Sixty Eight and 86/100 ($170,868.86) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Fox Branch Phase 2 subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of One (1) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect") of the Improvements; and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06930

The Principal at:

Forestar (USA) Real Estate Group Inc.
2221 E Lamar Blvd, Suite 790
Arlington , TX 76006

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 5th day of January, 2026.

PRINCIPAL:

Witness

Joshua Travis
Printed Name

Witness

Lincoln Warstler
Printed Name

Forestar (USA) Real Estate Group Inc.
Name of Corporation

By:

Alex Madison
Printed Name
Title: Vice President
(SEAL)

SURETY:

Witness

Leslie Grimes
Printed Name

Witness

Julia David
Printed Name

Berkley Insurance Company
Name of Corporation

By:

Noah William Pierce
Printed Name
Title: Attorney-In-Fact
(SEAL)

BERKLEY INSURANCE COMPANY CORPORATE SEAL DELAWARE

(Attach power of attorney)

No. BI-7756m-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Noah William Pierce or Jynell Marie Whitehead of Willis Towers Watson Southeast, Inc. of Tampa, FL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28th day of November, 2023.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 28th day of November, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 5th day of January, 2026.

_____
Vincent P. Forte

Fox Branch Phase 2 (LDRES-2022-34)

Polk County

Maintenance Bond - Schedule of Values

Dewberry

Date: 12/23/2025

Rev'd Date:

DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
SANITARY SYSTEM				**$ 527,995.04**
8" DR26 Sanitary Pipe	LF	4660	$ 43.95	$ 204,807.00
4' Ø Sanitary Manhole 0-6' (Polk County)	EA	3	$ 7,238.00	$ 21,714.00
4' Ø Sanitary Manhole 6-8' (Polk County)	EA	8	$ 8,165.61	$ 65,324.88
4' Ø Sanitary Manhole 8-10' (Polk County)	EA	6	$ 9,280.86	$ 55,685.16
4' Ø Sanitary Manhole 10-12' (Polk County)	EA	2	$ 10,342.15	$ 20,684.30
4' Ø Sanitary Manhole 12-14' (Polk County)	EA	2	$ 12,082.67	$ 24,165.34
4' Ø Sanitary Manhole 14-16' (Polk County)	EA	1	$ 13,073.94	$ 13,073.94
Single Sanitary Service (Polk County)	EA	34	$ 1,196.67	$ 40,686.78
Double Sanitary Service (Polk County)	EA	44	$ 1,860.31	$ 81,853.64
FORCEMAIN				**$ 142,971.87**
8" Lateral Connect	EA	1	$ 1,560.57	$ 1,560.57
8" DR18 Force Main Green Pipe	LF	1402	$ 59.05	$ 82,788.10
6" DR18 Forcemain Green Pipe	LF	77	$ 37.73	$ 2,905.21
4" DR18 Forcemain Green Pipe	LF	321	$ 27.40	$ 8,795.40
Misc Fittings	LS	1	$ 35,716.10	$ 35,716.10
8" MJ Gate Valve W/Box/Tag	EA	2	$ 2,808.27	$ 5,616.54
6" MJ Gate Valve W/Box/Tag	EA	2	$ 1,966.16	$ 3,932.32
4" MJ Gate Valve W/Box/Tag	EA	1	$ 1,657.63	$ 1,657.63
POTABLE WATER				**$ 650,831.05**
12" Lateral Connect	EA	1	$ 1,612.48	$ 1,612.48
8" Lateral Connect	EA	1	$ 715.59	$ 715.59
12" DR18 Water Main	LF	1542	$ 89.90	$ 138,625.80
8" DR18 Water Pipe	LF	2411	$ 52.95	$ 127,662.45
6" DR18 Water Pipe	LF	1001	$ 37.67	$ 37,707.67
Misc Fittings	LS	1	$ 54,484.19	$ 54,484.19
12" MJ Gate Valve W/Box/Tag	EA	4	$ 5,300.11	$ 21,200.44
8" MJ Gate Valve W/Box/Tag	EA	4	$ 2,808.27	$ 11,233.08
6" MJ Gate Valve W/Box/Tag	EA	1	$ 1,966.16	$ 1,966.16
Blowoff Assembly	EA	3	$ 2,783.54	$ 8,350.62
Sample Point	EA	4	$ 2,112.98	$ 8,451.92
Fire Hydrant Assembly	EA	13	$ 8,555.48	$ 111,221.24
Single Water Short Service (Polk County)	EA	27	$ 1,050.83	$ 28,372.41
Single Water Long Service (Polk County)	EA	7	$ 1,069.30	$ 7,485.10
Double Water Short Service (Polk County)	EA	15	$ 2,047.04	$ 30,705.60
Double Water Long Service (Polk County)	EA	29	$ 2,104.70	$ 61,036.30

Fox Branch Phase 2 (LDRES-2022-34)

Polk County

Maintenance Bond - Schedule of Values

Dewberry

Date: 12/23/2025

Rev'd Date:

DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
RECLAIM WATER				**$ 386,890.68**
8" Lateral Connect	EA	1	$ 984.71	$ 984.71
4" Lateral Connect	EA	1	$ 780.12	$ 780.12
8" DR18 Reclaimed Water Pipe	LF	1815	$ 55.87	$ 101,404.05
4" DR18 Reclaimed Water Pipe	LF	3462	$ 28.16	$ 97,489.92
Misc Fittings	LS	1	$ 38,176.60	$ 38,176.60
8" MJ Gate Valve W/Box/Tag	EA	5	$ 2,812.55	$ 14,062.75
4" MJ Gate Valve W/Box/Tag	EA	5	$ 1,715.75	$ 8,578.75
Single Reclaimed Water Short Service (Polk County)	EA	13	$ 1,011.41	$ 13,148.33
Single Reclaimed Water Long Service (Polk County)	EA	9	$ 1,082.11	$ 9,738.99
Double Reclaimed Water Short Service (Polk County)	EA	26	$ 2,017.39	$ 52,452.14
Double Reclaimed Water Long Service (Polk County)	EA	24	$ 2,086.43	$ 50,074.32
TOTAL				**$ 1,708,688.64**
POLK COUNTY MAINTENANCE BOND @ 10%				**$ 170,868.86**

CHRISTOPHER J ALLEN LICENSE No. 77719 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Christopher J Allen PE on the date adjacent to the seal. The signature must be verified on any electronic copies.

2025.12.23 13:20:56 -05'00'

Christopher J Allen, P.E. Florida Registration No. 77719 Date

Project Manager

Dewberry Engineers Inc.

800 N. Magnolia Ave. Ste. 1000

Orlando, Florida 32803

Certificate of Authorization No. 8794

Florida's Crossroads of Opportunity

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

POLK COUNTY

Board of County Commissioners

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Marty Waring, Inspector

Project Name: Fox Branch Ranch Phases 1 & 2

Project #: LDRES-2022-34

DATE: 1/29/2026

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.27. 6/2/2026

SUBJECT

Approve the release of a warranty and surety in the amount of $54,910.00 in the form of Maintenance Bond No. GM226218 for Magnolia Estates. (No Fiscal Impact)

DESCRIPTION

On December 2, 2024, the Board accepted Maintenance Bond No. GM226218 in the amount of $54,910.00. A warranty inspection was performed on February 17, 2026, 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. GM226218 in the amount of $54,910.00.

RECOMMENDATION

Request Board approve the release of Maintenance Bond No. GM226218 in the amount of $54,910.00 for Magnolia Estates.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

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: Magnolia Estates – LDSUR-2024-44

Road Name:

Engineering Firm / Engineer of Record: Rodney Gadd, P.E. – Gadd & Associates

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: $54,910.00	
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: 2/17/2026

RESIDENTIAL MAINTENANCE BOND Bond No. GM226218

KNOWN ALL MEN BY THESE PRESENTS, That we, Magnolia Estates Kitty Fox, 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 ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Fifty-four thousand, Nine hundred, ten and No/100---------- ($54,910.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Magnolia Estates subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of One (1) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect") of the Improvements; and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:

Great Midwest Insurance Company
401 Edgewater Place Suite 125/130
Wakefield, MA 01880

The Principal at:

Magnolia Estates Kitty Fox, LLC
4900 Dundee Road
Winter Haven, FL 33884

The Obligee at:

Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 8th day of November, 2024.

PRINCIPAL:

Witness

Brent Elliott
Printed Name

Witness

Sean O'Connor
Printed Name

Magnolia Estates Kitty Fox, LLC
Name of Corporation

By:

Harold R. Baxter
Printed Name
Title:
(SEAL)

SURETY:

Witness

Cory Chandler
Printed Name

Witness

Shawn Bobo
Printed Name

Great Midwest Insurance Company
Name of Corporation

By:

Jo M Chonko
Printed Name
Title: Attorney-in-Fact and Florida Resident Agent
(SEAL)

(Attach power of attorney)

GREAT MIDWEST INSURANCE COMPANY — TEXAS CORPORATION — CORPORATE SEAL

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Jo M Chonko, Michael W. Brown, Charles Lydecker

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of 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 — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY _____

Mark W. Haushill
President

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.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2026
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 8th Day of November, 2024.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

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.28. 6/2/2026

SUBJECT

Approve master consulting agreements with Chastain-Skillman, LLC, CivilSurv Design Group, Inc., Dewberry Engineers, Inc. and Rummel, Klepper & Kahl, LLP for engineering staff augmentation services for Land Development. (No fiscal impact)

DESCRIPTION

The Land Development Division requested Procurement solicit proposals from qualified firms to provide staff augmentation services, which include surveyors, inspectors, floodplain management and engineers on a temporary basis. Polk County has been experiencing significant population growth, resulting in rapid development and increased demand. As a result, the Land Development Division may require temporary staff to support these rising needs and maintain service levels.

Request for Proposal (RFP) 25-625, Engineering Staff Augmentation Services for Land Development was issued, and seven firms submitted proposals. On December 2, 2025, the Board authorized staff to negotiate master consulting agreements with six of the firms that were elevated to interviews. These firms are as follows:

Proposer	Location
Chastain-Skillman, LLC	Lakeland, FL
CivilSurv Design Group, Inc.	Lakeland, FL
Dewberry Engineers, Inc.	Lakeland, FL
Kimley-Horn & Associates, Inc.	Lakeland, FL
Pennoni Associates, Inc.	Winter Haven, FL
Rummel, Klepper & Kahl, LLP	Lakeland, FL

These agreements can be used when staff augmentation services are needed. Assignment of projects between the firms will be on a rotational basis to ensure an equitable distribution of work among the consultants, except in instances where a consultant may be more highly qualified to perform the work.

The term of each agreement is for a five (5) year period.

Kimley-Horn & Associates, Inc. & Pennoni Associates, Inc. are still in contract negotiations and will be brought to the board at a later date.

RECOMMENDATION

Request Board approve master consulting agreements with Chastain-Skillman, LLC, CivilSurv Design Group, Inc., Dewberry Engineers, Inc. and Rummel, Klepper & Kahl, LLP for engineering staff augmentation services for Land Development.

FISCAL IMPACT

Funds are budgeted and available within the Utilities and Roads and Drainage Division's operating budget depending upon which division needs the services.

CONTACT INFORMATION

Tabatha Shirah

Sr. Procurement Analyst

(863) 534-5935

tabathashirah@polkfl.gov

MASTER CONSULTING AGREEMENT

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, Chastain-Skillman, LLC (the "Consultant") a Delaware limited liability company located at 205 E Orange Street, Suite 110, Lakeland, FL 33801 and whose Federal Employer Identification Number is: 590619876.

WHEREAS, the County Land Development Division works with engineers, surveyors, attorneys, planners, and the public to ensure that land is developed in accordance with the Polk County Land Development Code, Comprehensive Plan, and Utility Code. The Land Development Division, Engineering Section provides site design review services for private commercial and residential development projects, as well as activities within County rights-of-way. Additionally, staff provides site construction inspection services, floodplain management services, and survey reviews, which includes, meetings with property owners, developers, the Florida Department of Transportation (FDOT), city staff, and various regional and state agencies; and,

WHEREAS, County requires certain professional services in connection with staff augmentation services, which includes surveyors, inspectors, floodplain management and engineers on a temporary basis; and

WHEREAS, the County has solicited for these services via RFP 25-625, 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 **Term**

1.1 This Agreement shall take effect on the date of its execution by the County (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year time period, commencing

upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Services to Be Performed by Consultant**

2.1 Consultant shall perform the services as generally described in (i) the County's Request for Proposals RFP 25-625 to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 25-625") all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the "Services"). Such authorization will be referred to as a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO") and all provisions of this Agreement apply to the CSA/CPO with full force and effect as if appearing in full within each CSA/CPO. Each CSA/CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution.

2.2 The Consultant is not authorized to undertake any project without a duly executed CSA/CPO, which shall specify the work to be performed and the time to be completed. Consultant recognizes that the County may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

2.3 When the Consultant and the County enter into a CSA/CPO where the term of the CSA/CPO expires on a date that is later than the date that the Master Consulting Agreement (MCA) expires, the Consultant and the County agree that the terms of the MCA and any amendments, attachments or provisions thereof are automatically extended until the expiration (including any extension or amendment thereto) or full completion of the requirements of the CSA/CPO have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the CSA/CPO shall cause the terms of the MCA to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of the MCA. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of the MCA.

3.0 **Compensation**

3.1 General

3.1.1 County shall pay Consultant in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.2 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to the Master Consulting Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for CSA's/CPO's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual CSA/CPO.

3.1.4 In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as Exhibit "B". The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.5 Invoices must reference the applicable CSA/CPO number, using an invoice form approved by the County Auditor.

3.1.6 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

Polk County Land Development Division
330 W. Church Street, Bartow, FL 33830
Attention: Director

3.1.7 In order for both parties herein to close their books and records, 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.

3.1.8 Payment of the final invoice shall not constitute evidence of the County's acceptance of the work

3.1.9 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by County and, if so requested, shall be furnished by Consultant to County Auditor's satisfaction.

3.1.10 By submission of an invoice, the project manager or designated payroll officer is deemed to be attesting to the correctness and accuracy of time charges and requested reimbursements.

3.1.11 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.2 Reimbursable

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement per the negotiated CPO or CSA shall be reimbursed in accordance with the County's Reimbursable Schedule, Exhibit "C", and 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 Scope of Work described in this Agreement, CSA, or CPO.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable CSA or CPO, and include:

Sub-Consultant

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel only (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Land Development Division offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

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

4.0 **Insurance**

4.1 General Provisions

4.1.1 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 coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect 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.

4.1.2 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 Commercial General Liability and Worker's Compensation Liability policies shall contain a waiver of subrogation in favor of Polk 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.

4.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the County.

4.1.4 If there is any failure by the Consultant to comply with the provisions of

this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance.

4.1.5 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.

4.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All Consultants' subconsultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants 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 subconsultants' insurance coverage.

4.1.9 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.

4.2 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.

4.3 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:

4.3.1 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.

4.3.2 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)

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. $2,000,000.00 for design errors and omissions, inclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CSA or CPO for the project.

4.7 Worker's Compensation. The Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 **Standard of Care**

5.1 Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 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.

5.3 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.

5.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 **Indemnification**

6.1 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, County and Consultant agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold 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, attorney's 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, its 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.

6.2.2 County 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.

6.2.3 Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

6.3 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 Agreement shall survive as if the Agreement were in full force and effect.

7.0 **Independent Contractor**

7.1 Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 County shall have no right to supervise the methods used, but County shall have the right to observe such performance.

7.3 Consultant shall work closely with County in performing Services under this Agreement.

7.4 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.

7.5 Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 **Authority to Practice**

8.1 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.

9.0 **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 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 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 CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLKFL.GOV

10.0 **Compliance with Laws**

10.1 In performance of the Services, 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.

11.0 **Subcontracting**

11.1 The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

11.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a Subcontractor to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

12.0 **Federal and State Taxes**

12.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to 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.

13.0 **Public Entity Crimes**

13.1 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.

14.0 **County's Responsibilities**

14.1 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.

15.0 **Termination of Agreement**

15.1 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.

15.2 This Agreement may be terminated by the County with or without cause immediately upon written notice to the Consultant.

15.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination.

15.4 After receipt of a Termination Notice, as described in this Article 15.0, and except as otherwise directed by the County, the Consultant shall:

15.4.1 Stop work on the date and to the extent specified.

15.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

15.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

15.4.4 Continue and complete all parts of the work that have not been terminated.

16.0 **Uncontrollable Forces (Force Majeure)**

16.1 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.

17.0 **Governing Law and Venue**

17.1 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. Each party shall be responsible for its own attorneys' fee and other legal costs and expenses.

18.0 **Non-Discrimination**

18.1 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.

19.0 **Waiver**

19.1 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. 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.

20.0 **Severability**

20.1 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.

20.2 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.

20.3 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.

20.4 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.

21.0 **Entirety of Agreement**

21.1 The County and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

21.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and Consultant pertaining to the Services, whether written or oral.

21.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

22.0 **Modification**

22.1 This Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 **Successors and Assigns**

23.1 County and Consultant each binds itself and its partners, successors, permitted assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, permitted assigns, and legal representatives of such other party.

23.2 Consultant shall not assign this Agreement without the express written approval of the County by executed amendment, which approval may be withheld in the County's sole discretion.

23.3 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.

24.0 **Contingent Fees**

24.1 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.

25.0 **Truth-In-Negotiation Certificate**

25.1 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 Effective Date of this Agreement.

25.2 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.

26.0 **Ownership of Documents**

26.1 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, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. 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 Consultant.

27.0 **Access and Audits**

27.1 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.

27.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the Polk County Board of County Commissioners 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.

27.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

27.4 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.

28.0 **Notice**

28.1 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 Land Development Division
330 West Church Street
Bartow, FL 33830
Attention: Director

As to Consultant: Chastain-Skillman, LLC
205 East Orange Street, Suite 110
Lakeland, FL 33801
Attention: W. Ronald Cauthan, PE

28.2 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. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions 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.

28.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

29.0 **Service of Process**

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant: Chastain-Skillman, LLC
205 East Orange Street, Suite 110
Lakeland, FL 33801

30.0 **Contract Administration**

30.1 Services of Consultant shall be under the general direction of the Land Development Division Director, or their successor, who shall act as the County's representative during the term of this Agreement.

31.0 **Key Personnel**

31.1 Consultant shall notify 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 changes. Consultant at 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. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Ron Cauthan, PE

Name: Jeff Ammermann

Name: James Dickerson

Name: Drew Morson, PE

Name: Doug Forni, PE

32.0. **Annual Appropriations**

32.1 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.

33.0 **Liquidated Damages**

33.1 The parties hereto agree that liquidated damages, in the amount specified in the applicable CSA/CPO, will be assessed against the Consultant for Consultant' s failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to

Consultant's fault in causing the delay as compared to other causes, and to the extent the Consultant is not delayed by reasons beyond Consultant's reasonable control.

34.0 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.

35.0 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.

36.0 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).

37. No Construction Against Drafter

37.1 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.

38. 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 THE PAGE LEFT INTENTIONALLY BLANK)

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

ATTEST:

STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Polk County, a political subdivision of the State of Florida

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

Date Signed by County:_____

Review as to form and legal sufficiency

_____ 5/12/26
County Attorney's Office Date

ATTEST:

By:_____
Corporate Secretary

W. R. CAUTHAN
[Print Name]

DATE: 5/19/2026

SEAL

Chastain-Skillman, LLC
a Delaware limited liability company

By: Andrew Mason

Andrew G. Mason
[Print Name]

CFO
[Title]

DATE: 5/18/2026

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF Florida County OF Polk

The foregoing instruments was acknowledged before me by means of ☒ physical presence or ☐ online notarization this May 18, 2026 (Date) by Andy Mason (Name of officer or agent) as CFO (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 May 18, 2026 (Date) _____

Pamela Rodriguez (Official Notary Signature and Notary Seal)

Pamela Rodriguez (Name of Notary typed, printed or stamped)

Commission Number #HH 487084 Commission Expiration Date March 12, 2028

PAMELA RODRIGUEZ
Commission # HH 487084
Expires March 12, 2028

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-625, Engineering Staff Augmentation Services for Land Development

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 BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

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

Company Name: Chastain-Skillman, LLC

Signature: Andy Mason

Title: CFO

Date: 5/18/2026

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of May, 2026, by Andy Mason (*name*) as CFO (*title of officer*) of Chastain-Skillman, LLC (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Pamela Rodriguez

Printed Name of Notary Public: Pamela Rodriguez

Notary Commission Number and Expiration: #HH487084, March 12, 2028

(AFFIX NOTARY SEAL)

PAMELA RODRIGUEZ
Commission # HH 487084
Expires March 12, 2028

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 Andrew G. Mason (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.

Chastain-Skillman, LLC
NONGOVERNMENTAL ENTITY

SIGNATURE

Andrew G. Mason
PRINT NAME

CFO
TITLE

5/18/2026
DATE

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/15/2026

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).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	HDI Specialty Insurance Company	16131
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Chastain-Skillman, LLC
205 East Orange Street, Suite 110
Lakeland FL 33801 USA

COVERAGES **CERTIFICATE NUMBER:** 570119982936 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ N / A						E.L. EACH ACCIDENT	
	(Mandatory in NH)						E.L. DISEASE-EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	
A	Architects & Engineers Professional			PID6558401S Claims Made	06/30/2025	06/30/2026	Per Claim Limit Aggregate Limit	$10,000,000 $10,000,000

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

Certificate No : 570119982936

CERTIFICATE HOLDER

Polk County, a Political Subdivision
of the State of Florida
330 W. Church Street
Bartow FL 33830 USA

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

Aon Risk Services Northeast Inc

©1988-2015 ACORD CORPORATION. All rights reserved

Client#: 189537 DCCMLLC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2026

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

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

PRODUCER	CONTACT NAME: Michelle Wolfe	
Propel Insurance 1201 Pacific Avenue; Suite 1000 COM Middle Market Tacoma, WA 98402-4321	PHONE (A/C, No, Ext): 800 499-0933	FAX (A/C, No): 866 577-1326
	E-MAIL ADDRESS: michelle.wolfe@propelinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Guarantee and Liability Ins.Co	26247
INSURED Chastain-Skillman, LLC DCCM, LLC 205 E Orange St Lakeland, FL 33801	INSURER B : Zurich American Insurance Company	16535
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO872027302	06/30/2025	06/30/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X BI/PD Ded:2,000						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BAP872027402	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			SXS808437602	06/30/2025	06/30/2026	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC872027202	06/30/2025	06/30/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Polk County, a political subdivision of the State of Florida, is named as an additional insured.
Additional Insured Status applies per attached form(s).
Waiver of Subrogation applies per attached form(s).

CERTIFICATE HOLDER

Polk County , a Political
Subdivision of the State of FL
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

Mitchell R. Sm

© 1988-2015 ACORD CORPORATION. All rights reserved.

Exhibit Ai

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from firms that are interested in providing professional services of surveyors, inspectors, floodplain management and engineering on a temporary basis to support the operational needs of the Land Development Division, 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: 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

Receiving Period: Prior to 2:00 p.m., Wednesday, October 8, 2025

Bid Opening: Wednesday, October 8, 2025, at 2:00 p.m. or as soon as possible thereafter..

Special Instructions: A **NON-MANDATORY** pre-proposal meeting will be held Tuesday, September 16, 2025, 2:00 p.m. at the Polk County Administration building, Procurement Conference Room 150 (1st Floor) located at 330 W. Church St, Bartow, FL 33830. Those attending via video conference will be added to the sign-in sheet by the Procurement office during the video conference. The Zoom Meeting ID: 876 0813 0810.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at tabathashirah@polk-county.net. All questions must be received by Wednesday, September 24, 2025, 5:00 p.m.

Bid Opening: Proposers may 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.

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 Polk County Procurement Division as soon as possible. It is the firm's responsibility to verify if any addenda have been issued.

RFP Number: 25-625

RFP Title: Staff Augmentation Services for Engineers, Surveyors, Inspectors, and Flood Plain Management (CCNA)

This form is for RFP registration. Please scroll down for additional information.

This form is for proposal 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 #25-625 Engineering Staff Augmentation Services for Land Development Request for Professional Services” 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	25-625
RFP Title	Staff Augmentation Services for Engineers, Surveyors, Inspectors, and Flood Plain Management (CCNA)
Due Date/Time:	October 8, 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 25-625 Tab 1"

"RFP 25-625 Tab 2"

"RFP 25-625 Tab 3"

"RFP 25-625 Tab 4"

"RFP 25-625 Tab 5"

"RFP 25-625 Tab 6"

"RFP 25-625 Tab 7"

"RFP 25-625 Submittal Documents"

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 # 25-625

Staff Augmentation Services for Engineers, Surveyors, Inspectors, and Flood Plain Management (CCNA)

Sealed proposals will be received in the Procurement Division, **Wednesday, October 8, 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. All questions must be received by September 24, 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 Proposal 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 service of firm(s) to pv.

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.

All personnel assigned to the work shall be fully qualified and licensed as necessary.

It is the intent of the County to select and negotiate a Master Consulting Agreement with one (1) or more firm(s). The County may employ several different consultants to perform the work described. No consultant shall be employed as the exclusive consultant. Consultants will be chosen based upon the expertise and experience listed as pertains to the work described. Selection of a qualified firm under this RFP is not a guarantee of work.

The County will negotiate a fee schedule 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.

The Successful Proposer must register in our Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a firm until they have registered. You may register by going to the following link: https://www.polk-county.net/business/procurement/vendor-information/. It is the responsibility of all firms to update their firm information. Only registered firms will receive notifications of future RFP's.

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

BACKGROUND, PURPOSE AND SCOPE

Background & Purpose:

The Land Development division works with engineers, surveyors, attorneys, planners and the public to ensure land is developed in accordance with the Polk County Land Development Code, Comprehensive Plan, and Utility Code. As part of the Land Development Division, the County Engineering Section's staff provides site design review services for private commercial and residential development projects, as well as activities within County rights-of-way. Staff also provide site construction inspection services, floodplain management services, and surveying review. Staff members coordinate meetings with property owners, developers, the Florida Department of

Transportation (FDOT), city staff, regional and state agencies. The goal is to ensure safe portals and best management practices consistent with Polk County policy.

Polk County has been experiencing significant population growth and rapid development and urbanization. As a result of this growth and demand the County requires temporary staff to assist Land Development staff with these roles.

The purpose of this proposal is to establish an hourly billing rate for the job classifications described below. The obligation of the County will be solely to compensate the Firm(s) for the number of hours provided in accordance with the fee schedule negotiated with the awarded firm(s). The fee schedule for each job classification shall be inclusive of all costs including but not limited to, overhead, profit, mileage, background checks, screenings, etc., there will be no reimbursables.

SCOPE OF SERVICES

The scope of services shall include, but will not be limited to the following types of work:

SURVEYORS

The scope of services shall include, but not be limited to, review of subdivision plats, site plan boundary review, survey field work, photogrammetric surveys, light detection and ranging (LiDAR) surveys, boundary surveys, right of way map preparation, survey drafting (including all software necessary to produce required plans, documents, etc.), design surveys, writing of legal descriptions and recording of easements, easements and right-of-way, parcel and plat research, easement sketches, easement staking, easement encroachments, “as built” surveys and topographic surveys, aerial topographic survey (survey approximating the contour of the land), surveying and mapping, ordinary high water line, bathymetric survey, volumetric calculations, ground based surveying, and GPS support services, sovereign boundaries, Federal Emergency Management Agency (FEMA) flood zone boundaries. These services may also be used by any division within the County and, may be required to meet Southwest Florida Water Management District (SWFWMD), South Florida Water Management District (SFWMD), Florida Department of Transportation (FDOT), US Army Corps of Engineers, or Florida Department of Environmental Protection (FDEP) survey protocol, along with having the survey to be certified to that agency, in addition to the County.

The services will support a number of projects including, but not limited to; wetland delineation for state and federal agencies, wetland mitigation design and permitting, design and permitting of infrastructures including stormwater management, roads, land reclamation, construction management, borrow site development, geotechnical and hydrogeological services, title searches, wetland delineation, jurisdictional wetland delineation, endangered species survey, environmental sciences, environmental right-of-way, geotechnical, historical, archaeological, wetland and hazardous material operations.

The information gathered in these types of services may need to be mapped and certified.

Surveyors' Specifications

1. Plat and Plan Review - Review both commercial and public subdivision plats for conformance with FSS chapter 177- "The making of plats". Assist Land Development division by reviewing submitted documents to ensure compliance with both State and County standards. Written comments are to be provided within appropriate review times as determined by Polk County Land Development Code.

2. Topographic services in paper and electronic format - Work must be rectified and meet the State of Florida surveying requirements for topographic maps. Work must be completed under the supervision of a Professional Surveyor and Mapper (PSM) licensed in the State of Florida.

3. Volumetric Calculations – Complete volumetric calculations of material stockpiles, borrow material, and in place earthmoving to support annual reports and construction administration. Provide hydrographic and bathymetric survey data to support volumetric calculations involving areas of standing and flowing water of variable depth. Work must be completed under the supervision of a PSM licensed in the State of Florida.

4. Deliverables may include, but are not limited to; sealed, certified copies of the final survey, certified to County Divisions, AutoCAD drawing file of the completed survey in digital format in current version of AutoCAD, ArcMap drawing of completed survey in digital format(i.e. Shape file & Digital Elevation Model), all supporting documentation and computations organized and annotated to allow review of adjustments and conclusions. This data should be printed or scanned into PDF format, digital copy of all data (drawing file, Adobe PDF file, custom font, line types, plot styles, color tables), ASCII text file of the DEM points, (N,E,Z), with an accompanying surveyor's report and files need to be in a format accessible directly into GIS without any conversion steps (i.e. polyline shapefile), Final report shall be certified and sealed, dated, and signed by a Professional Florida Licensed Surveyor and Mapper, Data deliverables shall be made available to client in electronic format. The report should be Adobe PDF format and the DEM an ASCII text file and files need to be in format accessible directly into GIS without any conversion steps (i.e. polyline shapefile). Files shall be sent by email or ftp download, or on a flash drive, CD or DVD of the data.

5. All Surveying and Mapping will be performed per "The Florida Standards of Practice for Surveying and Mapping" and signed and sealed by a Florida Licensed Surveyor and Mapper.

6. Consultant shall establish horizontal and vertical control(s) for the site/project.

7. Consultant shall establish LiDAR check points for calibration.

8. Horizontal datum will be NAD 1983 Florida West zone state plane coordinates (latitude/longitude), U.S. survey feet and the vertical datum will be NAVD 88, U.S. survey feet, unless client specifies otherwise in writing.

9. Topography acquired by remote sensing methodology will be produced per the "ASPRS Positional Accuracy Standards for Digital Geospatial Data".

10. Create a digital elevation model (DEM) from Airborne LiDAR data. The DEM density will be based on project specific needs.

INSPECTORS

As part of the Land Development Division, the County Engineering Section's inspection staff provides site construction inspection services for private commercial and residential development projects, as well as activities within County rights-of-way. Staff members coordinate pre-construction meetings with engineers and contractors. During construction, Land Development inspection staff work in the field to ensure that projects are constructed in accordance with approved plans, Land Development Code and Polk County Utilities Standards and Specifications Manual. Occasionally the County requires temporary staff to assist Land Development with field inspections.

Land Development Inspectors will perform utility (water, wastewater, reclaimed water), roadway, pavement, culvert, drainage system, and related site development construction inspections to ensure compliance with the approved construction plans, specifications, and related permits.

The scope of services shall include, but not be limited, the following duties to be performed:

1. Interpret design plans and specifications.

2. Observe construction activity and inspect workmanship, materials, and techniques to ensure compliance.

3. Inspection of installation of underground utility lines.

4. Oversight and inspection of backfill and compaction work.

5. Inspection of storm sewer and surface water management facilities.

6. Site grading, soil stabilization/erosion prevention.

7. Ensure proper pavement construction including depths, materials, installation, mix and temperature testing for asphalt pavements.

8. Verifies material quantities and product types.

9. Inspection of lift station construction.

10. Inspect installation of signage and traffic control devices.

11. Makes record of project progress.

12. Interacts with contractors, consultants, and other related parties.

13. Identifies project issues and coordinates with County Engineer staff regarding resolutions.

14. Makes recommendations to County Engineer regarding final release of projects at completion of construction.

FLOODPLAIN MANAGEMENT

As part of the Land Development Division, the County Floodplain Management Section's staff provides a range of services necessary for ensuring compliance with the National Flood Insurance Program (NFIP) and the Florida Building Code, as well as maintaining activities and records for participation in the Community Rating System (CRS). Staff members coordinate with property owners, developers, county emergency management, the Florida Division of Emergency Management, the Federal Emergency Management Agency (FEMA) and other community staff, as well as a range of regional and state agencies.

The scope of services of the floodplain management activities may include but are not limited to the following duties:

1. Assist in the coordination of the County's Floodplain Management Program, ensuring that the County meets FEMA's minimum NFIP participation requirements.

2. Provide technical information and assistance to the Building Official and other County staff in the interpretation and application of floodplain management requirements.

3. Assist in coordination of the County's FEMA Community Rating System (CRS) Program.

4. Assist in the application of the County's floodplain ordinance, regulations, policies, and procedures, and inspection processes as related to floodplain management.

5. Promote public awareness of the County's Floodplain Management Program through attending community meetings, including the Board of County Commissioners, Planning Commission, Code Enforcement, and Special Magistrate; or conducting public outreach.

6. Conduct site visits, respond to specific complaints, and document observations related to floodplain management enquiries.

7. Assist in mediating floodplain management related complaints.

8. Explain floodplain development requirements to community leaders, citizens, and the general public.

9. Maintain records and documents that keep the County a participant in FEMA's NFIP and CRS programs.

10. Maintain the Community Floodplain Management Reference Library.

11. Provide assistance to FEMA and State Floodplain Management Office representatives during Community Assistance Visits (CAV) and Community Rating System (CRS) Program reviews.

12. Monitor, coordinate, and collaborate with other federal and state Floodplain Management programs.

13. Appear as a witness involving floodplain violations.

14. Assist in coordination of disaster response and recovery efforts.

15. Assist in coordination of hazard mitigation grants.

16. Performs other related job duties as assigned.

ENGINEERING SERVICES

As part of the Land Development Division, the County Engineering Section's staff provides site design review services for private commercial and residential development projects, as well as activities within County rights-of-way. Staff members coordinate pre-design meetings with property owners, developers, the Florida Department of Transportation (FDOT), city staff, regional and state agencies. The goal is to ensure safe portals and best management practices consistent with Polk County policy.

The scope of services of the Engineering services may include but are not limited to the following duties:

1. Provide comprehensive review of land development projects to ensure compliance with the Polk County Land Development Code, Polk County Utility Code, and other applicable design standards. This may include stormwater design review, transportation system design review, traffic study analysis, subdivision design review, water/wastewater system design review, planning/zoning review, landscape design review, flood plain management, wetland/natural resource impacts, or any other component of Land Development review.

2. Provide technical information and assistance to the Utility or Roads and Drainage Divisions as it relates to Land Development projects.

3. Oversee and provide project management services for Land Development related improvement projects to public infrastructure.

4. Provide technical information and assistance to the Building Official and other County staff in the interpretation and application of Land Development Code requirements.

5. Assist in the application of the County's floodplain ordinance, regulations, policies, and procedures, and inspection processes related to floodplain management.

6. Review and evaluate impacts on natural resources such as wetlands. May include site visits for delineation and functionality review, interagency coordination, and compliance review.

7. Conduct site visits, respond to specific complaints, and document observations related to land development enquiries.

8. Assist in mediating land development related complaints.

9. Meet with and explain land development requirements to community leaders, citizens, and the general public.

10. Appear as a witness involving floodplain violations.

11. Assist in coordination of disaster response and recovery efforts.

12. Assist in coordination of hazard mitigation grants.

13. Performs other related job duties as assigned.

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in the agreement will be assigned during the term of the agreement. Further, the Consultant is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff.

SPECIFICATIONS

1. Regular work hours will be performed Monday through Friday excluding County holidays. Official operating hours (in most cases) will be 8:00 a.m. to 5:00 p.m. for most positions or 7:00 a.m. to 4:00 p.m. for inspector staff, with a one-hour break for lunch. The User Division requesting the staff will determine the number of hours worked daily, the length of time the staff is required, and the total number of staff required. The County will only pay for hours worked; the County will not pay holiday pay.

The following is a listing of those holidays:

a. New Year’s Day

b. Martin Luther King Jr., Day

c. Memorial Day

d. Independence Day

e. Labor Day

f. Veteran’s Day

g. Thanksgiving Day and the day after

h. Christmas Eve and Christmas Day (unless otherwise directed by the Board of County Commissioners)

2. Firm(s) shall provide certification verification to the County Engineer or designee prior to start of employment of all temps.

3. Staff shall report to work equipped with a cell phone and computer. The County will not provide communications equipment or reimburse for equipment usage. All costs shall be included in the billing rate.

4. Staff may be required to report to work at the County Administration Building, Office of Land Development, 330 W Church Street, 2nd Floor, Bartow, FL, or a future construction site located within Polk County.

5. Firm(s) shall be responsible for providing necessary and adequate transportation for staff. The County will not provide vehicles. Mileage will not be reimbursed. All costs shall be included in the billing rate.

6. Staff may be asked to work remotely or from a location collectively decided upon between the firm(s) and county staff. Travel time to and from the designated reporting location will not be paid. The designated reporting location is subject to change.

7. The County reserves the right to keep the staff engaged for as long as the need continues.

8. If the County determines the staff sent to any job site is/are not qualified to do the required work within the first four (4) hours after reporting to work, the County will dismiss the staff and notify the Firm at no cost to the County.

9. Staff will be dismissed from their assignment at the sole discretion of the County Engineer or designee for the use of alcohol or controlled substances while on duty, using profanity or being verbally abusive, disobedience of reasonable directions given by the County's personnel, violation of safety rules and regulations and misuse of the County's property.

10. Any work products such as reports, drawings or charts or other intellectual property that are produced by staff as part of the services provided shall be the sole property of the County. All reports, correspondence and any other information is subject to the Florida Public Records Law.

11. Protection of County Information – Due to the sensitive nature of the information maintained by the County, the Firm(s) or any of their employees shall not disclose or release in any manner, any and all information the County deems private, privileged or confidential transmitted/handled during the performance of the contract service. At no time shall any information be disclosed without the County's prior written consent.

12. Time sheets must detail out the time worked with a deduction for lunch. The County will pay only in 15-minute increments, not less. If time is not posted on the quarter hour, it will be rounded up or down to the nearest quarter hour. If the time falls under seven (7) minutes of the quarter hour, it will be rounded down; if it is seven (7) minutes or more of the quarter hour, it will be rounded up. Time sheets must accompany all invoices and be billed at the negotiated billing rates.

13. Firms must possess the capability of providing background checks for any staff requested by the County.

14. The firm will be responsible for performing and verifying all background checks before a Temp can be provided to the County.

15. The County will request confirmation of such background checks/screening and the documented results. The County may request additional background or other checks including criminal background checks and fingerprinting of all staff being provided. The Firm shall not be required to re-screen existing staff assigned to a project. Background checks will be provided to the Human Resources office and shall include but not limited to the following:

    a. Pre-employment drug screening

    b. Authorization to work in the United States

    c. Statewide criminal check (going back at least 10 years)

    d. Nationwide criminal check/discovery (checks state criminal records and sexual predator databases for all states)

    e. Motor Vehicle/Driving Record

16. Staff must notify the Land Development Representative immediately if the assignment given to them is a conflict of interest. A conflict of interest includes, but is not limited to, the project being inspected, or plans being reviewed is being developed, designed, and/or constructed by the staff's employer, family member, or will result in a direct/indirect financial gain or any other type of gain to the Temp, a family member, and/or employer.

AGREEMENT

The Master Consulting Agreement will be for five (5) years unless otherwise terminated in accordance with the master service agreement.

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
f) Provide a list of the trades you are proposing to provide staff augmentation for. (Proposers should be able to provide staff for a minimum of two trades)

Tab 2 Approach to the Project (35 points)
(Maximum of four (4) pages)

a) Describe the specific abilities of the firm/ personnel to be assigned to these services in regard to this approach. Include any additional information not directly cited in the scope of services.
b) Describe in detail the components of how your firm proposes to manage assigned project(s), based upon the scope of services. Please identify the services your firm provides which make you qualified to perform the required services.
c) Describe how the firm plans to maintain the project team and manage the project team members' time in order to ensure sufficient time to complete a project.
d) Describe the firm's Quality Assurance and Quality Control program as it pertains to engineering services.

Tab 3 Experience, Expertise, Personnel and Technical Resources (40 points)

- Provide four (4) projects in which the proposer has performed within the past five (5) years as the prime proposer, which best illustrate the experience of the firm and current staff as related to the desired professional services. Proposers should provide a minimum of (1) one project for (2) two of the (4) four types of trades (surveyor, inspector, flood plain management and engineer) and one of the projects identified should be projects performed for public entities. (Maximum of one (1) page only 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, if completed provide the actual completion date;
e) The nature of the firm's responsibility on the project;
f) List of change orders, including dollar amount, which were the result of unforeseen circumstances or design errors/oversights; and
g) List of any time extensions created by item "f" above.

- Provide an organizational chart of the team highlighting the key individuals who will work on this contract.
- Provide brief resumes of the firm's key personnel to be assigned to the master service agreement including the trade they will be augmenting, 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?
- Identify any sub-consultants that may be involved throughout the duration of the agreement. For each sub consultant identified please provide:
    - 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' or sub-consultant's 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.
- 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 firms. To that end we encourage all of our prime and professional services firms to utilize W/MBE firms 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 Interactions with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, water use permitting, consent orders, consultation, governing regulations; and other related activities. Describe the firm's ability to work with Land Development or other Division staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies, including, but not limited to SWFWMD, FDEP, FDOT, SFWMD, FEMA, US Army Corps and local municipalities if applicable. (Limit response to one (1) page)

Tab 7 Surveys of Past Performance (10 Points)

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

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 7) 10 points

  Subtotal Points: 20 points

  by the process stated under each corresponding Tab description as set forth on Pages 16-19.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:
  - Approach to the Project (Tab 2) 35 points
  - Experience, Expertise, Personnel & Technical Resources (Tab 3) 40 points

- Interaction w/ County &
- Regulatory Agencies (Tab 6) 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.

2) 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.
3) A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.
4) 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.
5) 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.
6) 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 must 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 must 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 are 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 authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer(s). After Board approval to authorize staff to negotiate a contract, said Proposer(s) will then be elevated to Elevation Level 4 for 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(s). Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer(s) 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(s) are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer(s) 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(s).

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 $100,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by

the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Consultants; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles and shall be primary to any other available insurance.

Professional Liability Insurance. $2,000,000 to include, but not limited to, design, surveys, and engineering errors and omissions, inclusive of defense costs. The 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 proposing 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
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 one hundred and twenty (120) 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 the proposal with their submittal, or must provide within thirty (30) days from the Proposal due date.

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 Proposal 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 consultant 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 consultant or subcontractor. 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 subcontractors to provide an affidavit attesting that the subcontractor 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 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 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.

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 Firm Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Firm's social, political, or ideological interests when determining if the Firm is a responsible firm; or (ii) give preference to a Firm based on the Firm'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 Firm hereby certifies to the County that the Firm is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Firm engaged in a boycott of Israel, nor was the Firm on such List or engaged in such a boycott at the time it submitted its proposal, 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 Firm further certifies to the County as follows:
      a) the Firm is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
      b) the Firm 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 Firm is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
      d) the Firm 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 Firm hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Firm 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 Firm 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 Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ii. The Firm 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 Firm 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 proposers and submitted with their proposal 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 proposal 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 firm must complete and submit this form prior to award. The Successful firm 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 (Professional Services for Hillsborough County Land Development), Etc.
COST OF SERVICES	Cost of services ($20,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2020)

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 7
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 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Firm 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

SOLICITATION NO.: RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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 BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 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: 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

The undersigned, as an authorized officer of the consultant identified below (the "**Consultant**"), 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 Consultant in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Consultant and the County on or about the date hereof, whereby the Consultant 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 Consultant, 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 Consultant or subcontractor. The Consultant acknowledges and agrees that (i) the County and the Consultant may not enter into the Contract, and the Consultant 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 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 subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of 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 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 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:	**CONSULTANT:**
By: _____	By: _____
PRINTED NAME: _____	PRINTED NAME: _____
Its: _____	Its: _____

September 17, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. 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: 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 1: 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 2: Can firms provide staff to cover all trades even if we're not submitting on all trades?

Answer 2: Firms are only required to submit resumes for staff or subconsultants for the trades they are proposing to perform. Evaluation and selection will be based solely on the experience submitted in the proposal. Trades for which a firm does not submit experience will not be considered for staff augmentation services.

October 2, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. 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: _____

Q1: Could you confirm the process for submitting the Cost Tab? The RFP refers to uploading it as an Excel file, but I would like to verify if there are any additional content instructions or formatting requirements?

A1: Not applicable, there is no Cost Tab for this RFP. RFP Package, page 4 states *"Please only upload your documents as a PDF or Excel file for the Cost Tab,* ***if applicable."***

Q2: Who does Polk County recognize as an approved criminal background checks/fingerprinting, and drug screening company for completing Specifications Item 15? Does such company only need to be approved by the State of Florida or does Polk County have an approved list of companies for these services?

A2: The Proposer must have the capability to conduct background checks; however, the County does not require the Proposer to use an approved vendor list.

October 3, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. 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: _____

Q1: As currently worded, we believe that the indemnity provision located on page 25 of your RFP is not in compliance with FL Statute 725.08 and is unenforceable. Would the County consider rewording same to conform with the statute? Suggested language per FL Statute 725.08: "*The design professional shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract*."

A1: The RFP indemnity language will remain unchanged at this time. Minor adjustments may be made to the indemnity language during negotiations with the elevated consultants.

EXHIBIT "A-II"

ChastainSkillman | DCCM



REQUEST FOR **PROPOSAL**

POLK COUNTY

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

October 8, 2025

TAB 1

Executive Summary

October 8th, 2025

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

RE: RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

Dear Selection Committee,

ChastainSkillman | DCCM is pleased to submit our qualifications for professional engineering services in response to RFP 25-625. As a Polk County-based firm with extensive experience in civil infrastructure and a strong history of delivering complex engineering projects, we understand the County's growing need for qualified professionals to support the Land Development Division in managing the increasing demands of population growth and urbanization.

With a proud legacy of serving as a trusted consultant to numerous cities and counties across Florida — including a long-standing partnership with Polk County dating back to 1985 — ChastainSkillman | DCCM has consistently supported local governments through comprehensive master planning and infrastructure development initiatives.

Our experience spans a wide range of disciplines including Utilities, Water & Wastewater Engineering, Hydrology & Hydraulics, Program & Construction Management, Survey, Land & Site Development, and Transportation Engineering, all of which directly align with the four trades outlined in the RFP: **Survey, Inspection, Floodplain Management,** and **Engineering Services**. This multidisciplinary expertise enables us to deliver integrated solutions that are both technically sound and tailored to the unique needs of public sector clients, ensuring regulatory compliance, operational efficiency, and long-term community benefit.

We also bring strong partnerships with firms that complement our capabilities and share our commitment to quality:

- Rochester | DCCM – Aerial LiDAR, GIS Mapping, and additional Land Surveying services
- Madrid CFTL – Construction and Engineering Inspection
- Environmental Science Associates (ESA) – Floodplain Management and Environmental Permitting

As a proud local firm, we are deeply invested in the continued growth and resilience of Polk County. We welcome the opportunity to support the County and look forward to the potential for continued collaboration.

Sincerely,
ChastainSkillman | DCCM



W. Ronald "Ron" Cauthan, PE
Project Manager

ChastainSkillman

DCCM

PRIMARY POINT OF CONTACT

Ron Cauthan, PE
Project Manager
863.646.1402
rcauthan@dccm.com

ENTITY STRUCTURE

State of Florida Foreign Limited Liability Company - M24000002015
Engineering License #: 262
Survey License #: LB262

FOUNDING DATE

February 28, 1950

NO. OF FULL-TIME EMPLOYEES

52

OFFICES

LAKELAND (HQ)*
205 E Orange Street, Suite 110
Lakeland, FL 33801
863.646.1402
chastainskillman.dccm.com
***Primary office where work will be performed and where core team will be assembled**

ORLANDO
4301 Vineland Road, Suite E7
Orlando, FL 32811
407.919.6620

BRENTWOOD (NASHVILLE)
215 Centerview Drive, Suite 113
Brentwood, TN 37027
629.777.3706

IN-HOUSE SERVICE OFFERINGS

- Utilities
- Water & Wastewater Engineering
- Hydrology & Hydraulics
- Program & Construction Management
- Survey
- Land & Site Development
- Transportation Engineering

LEGAL STRUCTURE

Chastain-Skillman, LLC dba ChastainSkillman | DCCM is headquartered in Lakeland, FL and maintains additional offices in Orlando, FL and Brentwood, TN. ChastainSkillman | DCCM was established in 1950, marking 2025 as its 75th anniversary in operation. Our staff of professionals are licensed to perform a variety of civil engineering, water and wastewater engineering, and land surveying services across 10 states. In 2024, Chastain-Skillman, LLC joined the DCCM family of divisions, which utilizes the skills of over 1,200 employees across 46 offices nationwide to tackle large, complex projects.

FIRM OVERVIEW

ChastainSkillman | DCCM's innovative concepts and advanced design work have played a major role in the growth and development of Florida for over 75 years. Our firm has worked diligently to provide an integrated approach to planning and design that benefits both our clients and their surrounding communities.

ChastainSkillman | DCCM's professionals have delivered thousands of projects across Florida, Tennessee, and other states throughout the Southeastern United States. We partner with clients across public and private sectors, tackling projects that range widely in scope and complexity, including municipal and county infrastructure, airports, parks and trails, sports complexes, streetscapes, roadways, hospitals, office buildings, educational facilities, industrial, residential, commercial and mixed-use developments, power plants, and utility system expansions.

PROPOSED TRADES FOR STAFF AUGMENTATION

ChastainSkillman | DCCM has qualified staff available to support the **Surveyors, Inspectors, Floodplain Management,** and **Engineering Services** trades. Additional details about our team's expertise and relevant experience are included in this proposal.

CHASTAIN-SKILLMAN, LLC
205 E ORANGE ST STE 110, LAKELAND, FL 33801-4600
Phone: 863-646-1402 Email:ap@chastainskillman.com

License Type	License#	Issued	Expires	Status
Surveyor Business	LB262	05/10/77	02/28/27	Active
Surveyor of Record	LS7388	02/09/22	02/28/27	Active



State of Florida
Department of State

I certify from the records of this office that CHASTAIN-SKILLMAN, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on February 15, 2024.

The document number of this limited liability company is M24000002015.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on March 27, 2025, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of March, 2025

Secretary of State

Tracking Number: 150229065GCC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES
Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS 9:38:18 AM 7/9/2025

Licensee Information

Name:	CHASTAIN-SKILLMAN, LLC (Primary Name)
Main Address:	205 E. ORANGE STREET SUITE 110 LAKELAND Florida 33801
County:	POLK

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	262
Status:	Current
Licensure Date:	05/10/1977
Expires:	

Special Qualifications | Qualification Effective

Alternate Names

View Related License Information
View License Complaint

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

The State of Florida is an AA/EEO employer. Copyright ©2023 Department of Business and Professional Regulation - State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

TAB 2

Approach to Project

PROJECT APPROACH

SPECIFIC ABILITIES

Our experienced team has provided the services outlined in this solicitation to a wide range of clients throughout our 75-year legacy. We offer specialized expertise in engineering, land surveying, floodplain management, and inspection services — each backed by decades of hands-on experience. Our deep familiarity with Polk County, a region undergoing rapid population growth and urban development, positions us to deliver thoughtful, site-sensitive solutions tailored to the community's evolving needs. With many of our engineers living and working in Polk County every day, we have a vested interest in helping our community thrive.

Some of our specific capabilities include:

CHASTAINSKILLMAN | DCCM

- Over 75 years of engineering and surveying expertise to support Polk County Land Development staff.
- Access to a comprehensive database of County survey data to inform design and permitting.
- Proven experience managing infrastructure development across Central Florida.
- Integrates core program management elements: quality management, scheduling, labor resourcing, procurement, cost controls, and budget oversight.
- Headquartered in Polk County, ensuring quick responsiveness and deep regional familiarity.

ROCHESTER | DCCM

- Advanced aerial LiDAR capabilities support accurate terrain modeling and hydrologic/hydraulic analysis essential for wetland restoration and stormwater planning.
- Provides topographic, boundary, and construction surveying to document site conditions and support project design and permitting.
- Experienced in producing geospatial data critical for FEMA compliance and permitting documentation.

MADRID CFTL

- Offers CEI (Construction Engineering and Inspection) services to ensure quality control and compliance throughout project phases.
- Operates FDOT-qualified laboratories and employs certified inspectors to deliver reliable testing and documentation for FEMA and permitting requirements, if needed.
- Headquartered in Polk County, ensuring quick responsiveness and deep regional familiarity.

ESA

- Brings over 50 years of experience in environmental assessments, permitting, and regulatory compliance for complex restoration projects.
- Offers deep expertise in biology, water resources, ecosystem restoration, and water quality—key to enhancing the wetland treatment system and supporting FEMA documentation.
- Florida-based team provides responsive support for permitting, monitoring, and habitat restoration, with offices positioned to serve Polk County efficiently.



METHOD OF APPROACH AND PROJECT MANAGEMENT

Each project performed under this Engineering Staff Augmentation Services for Land Development contract will have unique characteristics and constraints. However, our general approach remains consistent: delivering technically sound and economically effective solutions within defined budget and schedule parameters.

BEGIN WITH THE RIGHT PEOPLE

Our Lakeland office will serve as the primary hub for providing professional engineering services to the County. This office is fully equipped to deliver the range of services outlined in the RFQ. We've partnered with highly specialized firms whose expertise complements our in-house capabilities and enhances our service delivery across Polk County:

- Rochester | DCCM – Aerial LiDAR, GIS Mapping, and additional Land Surveying services

- Madrid CFTL – Construction and Engineering Inspection
- Environmental Science Associates (ESA) – Floodplain Management and Environmental Permitting



UNDERSTANDING THE PROJECT

Assigning the right people ensures that questions are clarified and suggestions are offered to refine the scope and define success. We collaborate closely with County staff to maximize project value, including thorough evaluations of site conditions, permitting constraints, and other limiting factors. This always includes a comprehensive site inspection and, when appropriate, conceptual design alternatives to assess costs, benefits, and potential challenges.

EMPLOY THE RIGHT PROCESSES

Effective project management begins with clearly defined processes. As outlined in our Method of Approach, we employ a robust communication protocol—internally and externally—to develop strategies that support project goals. Our schedule and budget management processes are integral to our success and are reinforced by our Quality Management Program, detailed later in this section.

EXECUTE

Execution is a hallmark of our work throughout Polk County and Central Florida. We utilize innovative technologies and engineering best practices to create efficient roadmaps for proposed solutions. Our team ensures alignment with industry standards and client objectives, maintaining constant communication to report progress, address challenges, and celebrate milestones. We proactively mitigate risks and adjust plans as needed to ensure smooth implementation.

PROJECT CLOSEOUT / FOLLOW-UP

This phase is critical from financial, warranty, and historical perspectives. It provides an opportunity to measure final outcomes against initial project definitions and identify lessons learned. We support the transition from capital projects to operational teams — an essential step for long-term success, especially for operations staff who may not have been involved in earlier phases.

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

ChastainSkillman | DCCM's Quality Management Program guides each project from inception through completion by utilizing our proven Quality Assurance and Quality Control methodologies. The Quality Management Program is built into every element of the project life cycle to produce seamless and concise projects that accurately represent the objectives of each client and stakeholder.

Our Quality Assurance process enables the project team to set roles and responsibilities, identify milestones, and brainstorm design elements to create a project work plan that will guide the overall project.

The following processes will be utilized for this project:

- Brief weekly coordination meetings will be held with the design team, with County staff welcome to participate. These meetings will cover project status, schedule updates, and deliverables, with design documents shared via Teams. A bi-weekly "pencil down" review will help identify progress and potential conflicts. Bluebeam will be used to organize and post the latest planning documents for team-wide access.
- The week prior to each review submittal, we will conduct a page-by-page walkthrough with County staff. This collaborative redline session allows for early feedback and helps staff step away from other tasks to focus on the review in a structured setting.
- A senior staff member — familiar with the project but not involved in daily tasks — will provide a "fresh set of eyes" to review all planning documents and deliverables for accuracy, consistency, and completeness.

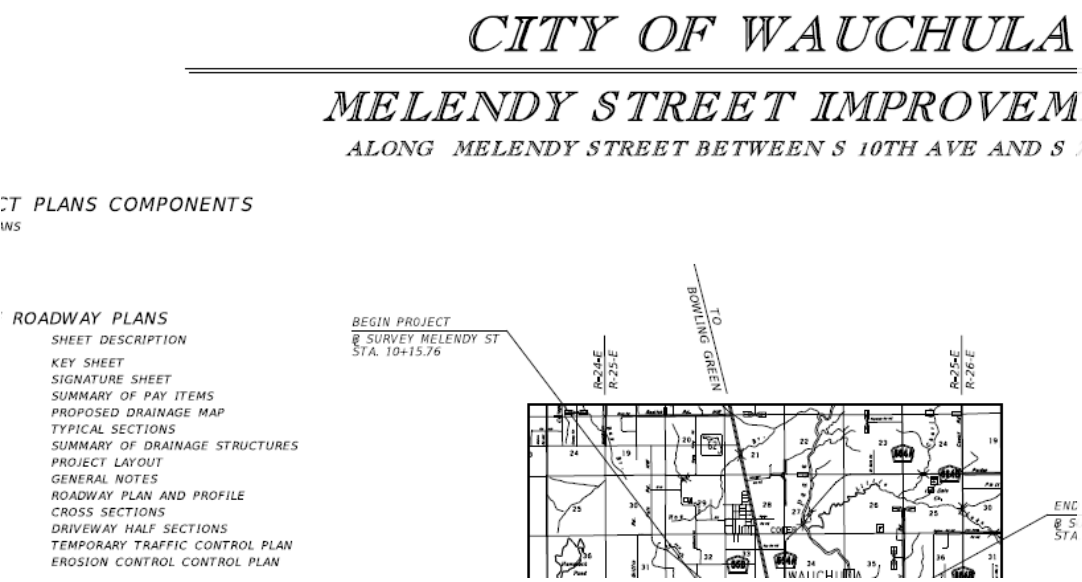
These reviews reflect our commitment to delivering high-quality work and maintaining excellence across all engineering disciplines for every client and community we serve.

TAB 3

Experience, Expertise, Personnel & Technical Resources

CEI SERVICES FOR MELENDY STREET RESURFACING

CITY OF WAUCHULA | WAUCHULA, FL


CITY OF WAUCHULA

MELENDY STREET IMPROVEMENTS

ALONG MELENDY STREET BETWEEN S 10TH AVE AND S

CT PLANS COMPONENTS

ROADWAY PLANS

SHEET DESCRIPTION

KEY SHEET
SIGNATURE SHEET
SUMMARY OF PAY ITEMS
PROPOSED DRAINAGE MAP
TYPICAL SECTIONS
SUMMARY OF DRAINAGE STRUCTURES
PROJECT LAYOUT
GENERAL NOTES
ROADWAY PLAN AND PROFILE
CROSS SECTIONS
DRIVEWAY HALF SECTIONS
TEMPORARY TRAFFIC CONTROL PLAN
EROSION CONTROL CONTROL PLAN

BEGIN PROJECT
@ SURVEY MELENDY ST
STA. 10+15.76

TO BOWLING GREEN

R=24+E
R-25-E

R=25+E
R-26-E

END
@ S
STA

ChastainSkillman | DCCM was contracted by the City of Wauchula and provided construction engineering and inspection services for the Melendy Street Resurfacing project. The Engineer of Record for this project is Kimley Horn and Associates.

ChastainSkillman | DCCM was responsible for reviewing and approving shop drawings, the Contractor's monthly draw requests, preparing change orders, and conducting monthly construction progress meetings. ChastainSkillman | DCCM coordinated with Madrid CFTL (formerly Madrid CPWG) to provide the on-site construction observation.

FIRM
ChastainSkillman | DCCM

TYPE(S) OF TRADE
Inspectors

PROJECT SIZE
.25 mile

PROJECT COST
Engineering: N/A - Firm only provided CEI services for construction phase
Construction: $639,616

PROJECT REPRESENTATIVE
Kyle Long
Community Development Director
863-773-9193
klong@cityofwauchula.com

PROJECT COMPLETION
Original Completion Date:
Design: N/A
Construction: 4/2025

Final Completion Date:
Design: N/A
Construction: 05/2025

FIRM'S RESPONSIBILITY
Prime (for CEI)

KEY STAFF INVOLVED
Ron Cauthan, PE (Project Manager)
James Dickerson (Construction Engineering Inspector)

PROJECT BUDGET
Original Budget:
Engineering: N/A
Construction: $639,616

Final Budget:
Engineering: N/A
Construction: $663,038

TIME EXTENSIONS
Yes, a month was added to the project completion date due to unforseen conditions on the project site.

THE RUTHVENS PARKWAY CORPORATE CENTER LETTER OF MAP REVISION (LOMR)

THE RUTHVENS | LAKELAND, FL





FIRM
ChastainSkillman | DCCM

TYPE(S) OF TRADE
Floodplain Management

PROJECT SIZE
Approx. 50 Acres

PROJECT COST
$9,545

PROJECT REPRESENTATIVE
Brandon Clark
President, The Ruthvens
41 Lake Morton Dr
Lakeland, FL 33801
863-686-3173
bclark@ruthvens.com

PROJECT COMPLETION
Original Completion Date:
07/2022
Final Completion Date:
07/2022

ChastainSkillman | DCCM was tasked with revising the floodplain map for a site owned by The Ruthvens, with the goal of removing existing onsite buildings from the designated floodplain. This effort involved the preparation and submission of a **FEMA Letter of Map Revision (LOMR)** application package.

The process included:

- Development of a comprehensive LOMR application package.
- Coordination with the City of Lakeland to obtain community review and approval.
- Management of the FEMA review process, which involved two rounds of comments from FEMA staff.
- Final approval of the LOMR following a public appeals period, during which no objections were raised.

Upon completion of the review and appeals process, the revised floodplain map became officially effective, successfully removing the buildings from the floodplain designation.

FIRM'S RESPONSIBILITY
Prime

KEY STAFF INVOLVED
Drew Morson, PE, CFM (Project Engineer)

PROJECT BUDGET
Original Budget:
$9,545

Final Budget:
$9,545

Permitting services only – no engineering or construction services were included.

TIME EXTENSIONS
None

LAKE ELBERT TRAIL

CITY OF WINTER HAVEN | WINTER HAVEN, FL





ChastainSkillman | DCCM was contracted by the City of Winter Haven in 2016 to provide surveying services for the Lake Elbert Trail project. These services included boundary and right-of-way surveys, topographic surveys, and legal descriptions.

In 2017, the Lake Elbert Trail Master Plan was developed, proposing an 8-foot-wide asphalt trail along Lake Elbert Drive NE, spanning approximately 8,828 feet on the lakeside of the road. Due to limited existing right-of-way, 62 parcels were identified for acquisition, and a preliminary construction budget was prepared.

To support continued planning, the City requested that ChastainSkillman | DCCM conduct field verification of the proposed trail route to identify surface features or improvements that could impact construction or require route adjustments. This included reevaluating right-of-way needs and updating the acquisition budget. A revised Opinion of Probable Construction Cost and a visual exhibit of the trail were also prepared for public presentation.

The City later tasked ChastainSkillman | DCCM with compiling project changes into a 30% design set to support utility layout, trail development, and road modifications. Services provided included route planning, field verification, right-of-way exhibits, parcel value estimates, photomorph exhibits for public engagement, updated master plans (including the SR 542 Trail), and revised cost estimates.

In November 2022, ChastainSkillman | DCCM was awarded the final design phase for the Lake Elbert Trail. The scope includes surveying, geotechnical investigation, utility coordination, engineering design, permitting, bid phase support, and limited construction and inspection services.

FIRM
ChastainSkillman | DCCM

TYPE(S) OF TRADE
Surveyors, Inspectors, Engineering Services

PROJECT SIZE
8,828 LF

PROJECT COST
Engineering: $337,052
Construction: $10,749,962

PROJECT REPRESENTATIVE
Andy Palmer, CPRE
Parks Planning and Strategic Intiatives Manager
863.327.5931
apalmer@mywinterhaven.com

PROJECT COMPLETION
Original Completion Date:
Design: 01/2024
Construction: 03/2025

Final Completion Date:
Design: 01/2024
Construction: 09/2025

FIRM'S RESPONSIBILITY
Prime

KEY STAFF INVOLVED
Ron Cauthan, PE (Engineer-of-Record)
Drew Morson, PE (Project Engineer)
Jennifer Schroyer, EI (Project Engineer)
Jeff Ammermann, PSM (Survey Project Manager)

PROJECT BUDGET
Original Budget:
Engineering: $310,561
Construction: $10,061,226

Final Budget:
Engineering: $337,052
Construction: $10,749,962

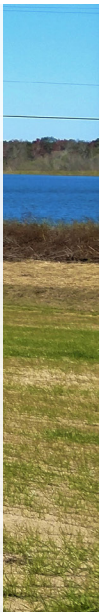
+ Addendum No. 1 - $688,735 (City-Requested Additional Services)

TIME EXTENSIONS
102 days

CITY OF WINTER HAVEN PLAT REVIEW CONTRACT

CITY OF WINTER HAVEN | WINTER HAVEN, FL





ChastainSkillman | DCCM's Survey Department has maintained an ongoing contract with the City of Winter Haven to provide professional plat review services.

Over the course of several years, the team has completed reviews for a wide range of residential, commercial, and mixed-use developments. This long-term engagement reflects the department's reliability, technical expertise, and commitment to supporting the City's planning and development efforts.

This ongoing contract began in August 2021, with 33 plat reviews completed to date. ChastainSkillman | DCCM's Survey Department has provided consistent and professional support to the City of Winter Haven, reviewing a wide range of residential and commercial developments. Notable projects include The Preserve at Lake Ashton, Peace Creek Reserve, Harmony on Lake Eloise (multiple phases), Villamar (Phases 4–7), and Shoppes at Country Club. The contract remains active, with additional reviews continuing through 2025.

FIRM
ChastainSkillman | DCCM

TYPE(S) OF TRADE
Surveyors

PROJECT SIZE
Variable

PROJECT COST
Engineering: There is no fixed cost for this contract; pricing is determined on an as-needed basis. To date, the total cost incurred is $133,412.
Construction: N/A

PROJECT REPRESENTATIVE
Sean Byers
Planning Manager
863-298-7932
sbyers@mywinterhaven.com

PROJECT COMPLETION
Original Completion Date:
Design: Ongoing
Construction: N/A

Final Completion Date:
Design: Ongoing
Construction: N/A

FIRM'S RESPONSIBILITY
Prime

KEY STAFF INVOLVED
Jeff Ammermann, PSM (Project Manager)

PROJECT BUDGET
Original Budget:
Engineering: N/A
Construction: N/A

Final Budget:
Engineering: N/A
Construction: N/A

There is no fixed budget for this contract; pricing is determined on an as-needed basis. To date, the total cost incurred is $133,412.

TIME EXTENSIONS
None

Polk County Land Development Division

Project Manager

Ron Cauthan, PE [CS]

Project Team

Surveying
Jeff Ammermann, PSM [CS]
Harley Davidson, PSM [CS]
Sean Childs [CS]
Jarrod Black, PLS [RD]
Daniel Hulsey, GISP, UAV Pilot [RD]

Inspections
James Dickerson [CS]
Chris Plowman [CS]
Marcus Grant [MC]
Anthony Brown [MC]

Floodplain Management
Drew Morson, PE, CFM [CS]
Craig Stout, PWS [ESA]
Doug Skurski, SPWS [ESA]

Engineering Services
Doug Forni, PE [CS]
Jason Blankenship, PE, PSM [CS]

Firm Key

[CS] ChastainSkillman | DCCM
[RD] Rochester | DCCM
[MC] Madrid CFTL
[ESA] Environmental Science Associates (ESA)

W. **RONALD CAUTHAN, PE**

PRINCIPAL/VICE PRESIDENT OF CIVIL ENGINEERING

ChastainSkillman | DCCM



PROJECT ASSIGNMENT
Project Manager

EXPERIENCE
With firm: 45 years (4/4/1980)
Total: 50 years

EDUCATION
BS Engineering, The Citadel
FDOT Bridge Inspection Training
FDOT Advanced Maintenance of Traffic Certification (MOT)

LICENSES/REGISTRATIONS
Professional Engineer (Florida #27563, North Carolina #013081, Georgia #015837)

BACKGROUND
Mr. Cauthan is a Civil Engineer and Project Manager with extensive experience in roadway, stormwater, and park design throughout Central Florida. He has led projects from planning through permitting, working with multiple Water Management Districts and addressing environmental and drainage challenges. He also served as Highlands County's Consulting Engineer for 15 years and has designed a variety of recreational facilities, including nature preserves and sports complexes.

LAKE ELBERT TRAIL

CITY OF WINTER HAVEN | WINTER HAVEN, FL

Engineer-of-Record for the Lake Elbert Trail Project in Winter Haven, FL, supporting the City's long-term vision for trail connectivity and community enhancement. Oversaw surveying, route planning, engineering design, permitting, and public engagement for an 8,828-foot asphalt trail along Lake Elbert Drive NE. Led efforts from initial boundary and topographic surveys through master planning, right-of-way acquisition strategy, and phased design development. Coordinated utility layout, geotechnical investigation, and cost estimating, and provided bid phase support and limited construction services. The project is a key component of the Lake Elbert Trail Master Plan and aligns with the City's broader infrastructure and mobility goals. Project Fee: $337,052

LAKE HOWARD TRAIL PHASE II

CITY OF WINTER HAVEN | WINTER HAVEN, FL

Project Manager for the Lake Howard Trail Extension in Winter Haven, FL, a 7,000-foot trail improvement project funded through FDOT's Local Agency Program (LAP). Managed surveying, engineering design, permitting, and construction observation services, including coordination with FDOT District One, SWFWMD, and the U.S. Fish & Wildlife Service for environmental clearance. Led public engagement efforts throughout the design phases and collaborated with the City to evaluate multiple trail alignments. The final design prioritized accessibility and aesthetics, minimizing structural elements. Oversaw construction support, including CEI services averaging 20 hours per week, and successfully navigated challenges such as uncharted utility conflicts. Project Fee: $193,880

LOYCE HARPE PARK GRAND PAVILION

POLK COUNTY BOCC | LAKELAND, FL

Project Manager responsible for site design and permitting for a 3,500-square-foot pavilion at Loyce Harpe Park in Polk County. Additionally, ChastainSkillman | DCCM provided design services for an 80-foot pedestrian bridge spanning a drainage ditch and connecting to an existing playground. Project Fee: $50,307

NEW JERSEY TRAIL

CITY OF LAKELAND | LAKELAND, FL

Project Manager provided civil engineering design and permitting services for the construction of the New Jersey Trail from Edgewood Drive on the south to Crystal Lake Drive on the north, approximately one mile in length. Environmental permitting on this project was complicated by having to address/verify the absence of the sand skink and the wood stork within the project limits. This project was funded and permitting through the FDOT LAP program and was constructed using City of Lakeland forces. Project Fee: $86,180

DREW **MORSON,** PE, CFM

SR. PROJECT ENGINEER

ChastainSkillman | DCCM



PROJECT ASSIGNMENT
Civil Engineer – Stormwater/ Drainage Engineer and FEMA Specialist

EXPERIENCE
With firm: 8 years (6/20/2016)
Total: 11 years

EDUCATION
BSCE, Virginia Tech, 2013
OSHA 10-Hr Training

LICENSES/REGISTRATIONS
Certified Floodplain Manager (CFM)

BACKGROUND
Mr. Morson has 11 years of experience working for both Municipal and Private sector clients in the areas of Civil and Environmental Engineering. His project experience includes design and permitting for commercial developments, industrial developments, roadway projects, stormwater retention facilities, and recreational parks with his main area of expertise being stormwater management/ permitting. He has also performed project management and preventative maintenance for reverse osmosis water purification systems projects and water sampling for wastewater discharge permits for federal government agencies.

THE RUTHVENS PARKWAY CORPORATE CENTER LOMR

THE RUTHVENS | LAKELAND, FL

Project Engineer for a FEMA Floodplain Map Revision in Lakeland, FL, supporting The Ruthvens in removing existing buildings from the designated floodplain. Led the preparation and submission of a comprehensive FEMA Letter of Map Revision (LOMR) application package, coordinated with the City of Lakeland for community approval, and managed the FEMA review process through two rounds of comments. The LOMR was approved following a public appeals period with no objections, resulting in an officially updated floodplain map. Project Fee: $9,545

LAKE ELBERT TRAIL

CITY OF WINTER HAVEN | WINTER HAVEN, FL

Project Engineer for the Lake Elbert Trail Project in Winter Haven, FL, a multi-phase trail initiative spanning approximately 8,828 feet along Lake Elbert Drive NE. Managed surveying, route planning, right-of-way analysis, and public engagement to support the City's long-term trail connectivity goals. Led development of the Lake Elbert Trail Master Plan, including parcel acquisition strategy, cost estimating, and visual exhibits. Oversaw the 30% design phase and was later awarded the final design phase, which includes surveying, geotechnical investigation, utility coordination, engineering design, permitting, bid support, and limited construction services. Project Fee: $337,052

CRYSTAL LAKE NORTH SIDE TRAIL

CITY OF LAKE WALES | LAKE WALES, FL

Project Engineer for the Crystal Lake Trail Project in Lake Wales, FL, supporting the City's downtown revitalization efforts. Led the development of construction documents for a new walking trail along the north side of Crystal Lake, connecting to the Park Avenue Connector Trail. Scope included a 5-foot-wide sidewalk along Sessoms Avenue, decorative lighting, and benches to enhance user experience. Oversaw topographic surveying, stormwater design, permitting, bid support, and limited construction services. Collaborated with Catalyst Design Group for site planning and utilized existing city mapping to streamline design development. Project Fee: $126,857

SE7EN WETLANDS PHASE 3 TRAILS

CITY OF LAKELAND | LAKELAND, FL

Project Manager for Phase 3 of the Se7en Wetlands Project in Lakeland, FL, a passive recreation facility within the City's 1,600-acre wetlands water treatment site. Oversaw surveying, preliminary engineering, civil site design, permitting, and construction documentation for the addition of three boardwalks (two constructed), walkways, and site furnishings. Supported NEPA documentation and limited construction services. Also contributed to Phase I as a subconsultant, providing engineering design and permitting for multi-use pathways, pavilions, and restroom facilities to enhance public access and educational programming. Project Fee: $51,435

DOUG **FORNI, PE**

SENIOR PROJECT MANAGER

ChastainSkillman | DCCM



PROJECT ASSIGNMENT
Civil Engineer – Land Development & Site Design

EXPERIENCE
34 years

EDUCATION
BSCE, West Virginia University

BSLA, West Virginia University

LICENSES/REGISTRATIONS
Professional Engineer (Florida #86696, Maryland #32775, Pennsylvania #63091, West Virginia #16133,)

Registered Landscape Architecture (Kentucky #874, Maryland #3700, Texas #3709, Virginia #1862, West Virginia #250)

PROFESSIONAL MEMBERSHIPS
Florida Recreation & Park Association (FRPA), Member, 2023

BACKGROUND
Mr. Forni has 34 years of experience in multi-discipline engineering and landscape architecture for both public and private sector clients. His project experience includes securing funding, project management, design, permitting, specification writing and construction management for municipal, county, state and federal projects, commercial, residential and industrial developments, mixed-use developments, parks and recreational facilities, and educational facilities. His areas of expertise include civil engineering, landscape architecture, utility design, site planning, stormwater management, and streetscape and roadway design.

BRIDGEWATER VILLAGES 12, 13, AND 14

WILLIAM RYAN HOMES | LAKELAND, FL

Project Manager for the Villages at BridgeWater, a 620-acre residential development in Lakeland, FL. ChastainSkillman | DCCM provided boundary and topographic surveys, civil site design, permitting, and construction services. The project included comprehensive civil site design, extensive survey tasks, and coordination with multiple regulatory agencies for permitting and zoning support. Project Fee: $153,910

CRYSTAL LAKE NORTH SIDE TRAIL

CITY OF LAKE WALES | LAKE WALES, FL

Project Manager for the Crystal Lake Trail Extension, contracted by the City of Lake Wales to develop construction documents for a new walking trail connecting to the Park Avenue Connector Trail. Led efforts including topographic surveying, stormwater design, permitting, bid support, and limited construction services. The project featured a 5-foot-wide sidewalk along Sessoms Avenue, decorative lighting, and amenities such as benches to enhance user experience. Collaborated with Catalyst Design Group for site planning and utilized existing city mapping to streamline design development. Project Fee: $126,857

LAKE ARIANA PARK MASTER PLAN

CITY OF AUBURNDALE | AUBURNDALE, FL

Project Manager for the development of a master plan for the renovation of the existing 8-acre Lake Ariana Park. The master plan includes a new, two-story, 20,000-square-foot civic center; an event lawn; a wedding/small event garden; new boat ramp and docks; a picnic pavilion; waterfront concession/restroom building; a canoe/kayak launch; shoreline restoration and rain gardens. The streetscape portion of the project includes the addition of a roundabout, a multipurpose trail and on-street parking. Project Fee: $338,000

NW NEIGHBORHOOD CDBG

CITY OF LAKE WALES | LAKE WALES, FL

Project Manager for the NW Neighborhood CDBG Sidewalk Project in Lake Wales, FL, supporting the City's Lake Wales Connected – Downtown Revitalization Plan. Led survey and civil design services for ADA-accessible sidewalks across multiple streets, including topographic survey, right-of-way analysis, permitting, and limited construction observation. This project builds on a previous sidewalk and tree planting initiative completed in December 2021, which spanned approximately 30 streets. Played a key role in multiple revitalization efforts, including the Park Avenue Streetscape, Park Avenue Connector Trail, and 1st Street Streetscape projects. Project Fee: $153,660

JASON **BLANKENSHIP, PE, PSM**

SENIOR PROJECT MANAGER

ChastainSkillman | DCCM



PROJECT ASSIGNMENT
Civil Engineer – Land Development & Site Design

EXPERIENCE
26 years

EDUCATION
BS, Geomatic Engineering – Florida Atlantic University, 2016

MS, Civil Engineering – Florida Atlantic University, 2017

LICENSES/REGISTRATIONS
Professional Engineer, Florida No. 94486 – Exp. 02/28/2027, Alabama No. PE53600 – Exp. 12/31/2025

Professional Surveyor and Mapper, Florida No. LS7187 – Exp. 02/28/2027

PROFESSIONAL MEMBERSHIPS
Florida Surveying and Mapping Society (FSMS), American Society of Civil Engineers (ASCE)

BACKGROUND
Jason Blankenship brings over 25 years of experience in civil engineering and land surveying for public and private clients. His expertise includes pavement and drainage design, storm surge protection, airfield engineering, and advanced surveying techniques such as photogrammetry and LIDAR. Skilled in construction methods, cost estimating, and quality control, Jason excels in managing projects from design through construction. His specialties include civil site design, utility coordination, stormwater management, and technical documentation.

*SOUTHERN HILLS PLANTATION

WILLIAM RYAN HOMES | HERNANDO COUNTY, FL

Design Engineer for the Southern Hills Plantation, a large-lot golf course residential community in Hernando County, FL. Provided civil site design, stormwater modeling, permitting coordination, and construction support. The project included preparation of roadway, grading, drainage, and utility plans, along with SWFWMD permitting and field visits during construction. Project Fee: N/A

*SHOPPES AT NEW TAMPA

RPM REALTY MANAGEMENT, LLC | WESLEY CHAPEL, FL

Design Engineer for the Shoppes at New Tampa, a commercial retail center in Wesley Chapel, FL. Delivered civil site design for grading, access, utilities, and stormwater systems. Coordinated with FDOT for driveway and turn lane improvements, addressed permitting comments, and supported construction implementation. Project Fee: N/A

*VALIDUS SUBDIVISION

VALIDUS GROUP PROPERTIES | PASCO COUNTY, FL

Design Engineer for the Validus Subdivision, a medium-density residential development in Pasco County, FL. Delivered site layout, utility design, stormwater planning, and permitting support. Responsibilities included CAD production, technical calculations, client coordination, and construction observations to ensure compliance with approved plans. Project Fee: N/A

*NORTH AIR CARGO PARKING EXPANSION, TRUCK COURT REPAIRS, AND SERVICE ROAD RELOCATION

TAMPA INTERNATIONAL AIRPORT (TPA) | TAMPA, FL

Project Manager. Managed design and construction administration for a dual landside and airside improvement project. Landside scope included pavement evaluation, selective concrete panel replacement, spall repairs, and slurry sealcoat application, along with expansion of the cargo parking area through SWFWMD permit modification. Airside improvements involved relocating and expanding a service road for enhanced safety and operations, integrating new lighting with existing airfield electrical systems. Late-stage scope additions included extensive joint routing and sealing. Oversight included utility coordination, permitting, and full construction documentation. Project Fee: N/A

*AIRFIELD DRAINAGE REHABILITATION

TAMPA INTERNATIONAL AIRPORT (TPA) | TAMPA, FL

Project Manager. Jason led a multi-faceted airfield drainage rehabilitation project involving more than 3 miles of ditch work. The project included mangrove trimming, vegetation removal, installation of revetment mat, regrading and realignment of existing ditches, and tree removal to restore proper drainage function. The project required significant phasing and coordination with multiple other active projects to minimize operational disruption. Jason's team handled design and oversight through construction. Services provided included drainage design, permitting coordination, vegetation and tree removal planning, erosion control, and construction support. Project Fee: N/A

**Indicates experience with previous employer*

JEFFREY **AMMERMANN, PSM**

ASSISTANT SURVEY DIRECTOR

ChastainSkillman | DCCM



PROJECT ASSIGNMENT
Survey Project Manager

EXPERIENCE
19 years

EDUCATION
BS, Geomatics, University of Florida, 2019

Florida Phosphate Council Mine Safety Training

Contractor Safety and Health Training

CF Industries Site Specific Training

LICENSES/REGISTRATIONS
Surveyor & Mapper (Florida #LS7388), 2022

PROFESSIONAL ORGANIZATION/ MEMBERSHIPS
Florida Surveying & Mapping Society, Ridge Chapter Member

BACKGROUND
Mr. Ammermann brings 18 years of surveying experience, specializing in topographic, corridor, and environmental surveys. He has supported major construction projects, including phosphate mining and gypsum stack developments, with precise construction layout services. His expertise also includes boundary surveys for parcels ranging from small tracts to over 100 acres, as well as environmental assessments to delineate wetlands, habitats, and contamination zones.

WINTER HAVEN PLAT REVIEWS

CITY OF LAKE WALES | LAKE WALES, FL

Project Manager for ChastainSkillman | DCCM's ongoing contract with the City of Winter Haven, providing professional plat review services since August 2021. Under Jeff's leadership, the Survey Department has completed 33 reviews for residential, commercial, and mixed-use developments, including notable projects like The Preserve at Lake Ashton, Peace Creek Reserve, and Harmony on Lake Eloise. Jeff's oversight ensured consistent, high-quality support for the City's planning and development efforts. Project Fee: $133,412 (Job-to-Date)

LAKE ELBERT TRAIL

CITY OF WINTER HAVEN | WINTER HAVEN, FL

Survey Project Manager for the Lake Elbert Trail Project in Winter Haven, FL, supporting the City's long-term vision for trail connectivity and community enhancement. Oversaw surveying for an 8,828-foot asphalt trail along Lake Elbert Drive NE. Led efforts from initial boundary and topographic surveys through right-of-way acquisition strategy. The project is a key component of the Lake Elbert Trail Master Plan and aligns with the City's broader infrastructure and mobility goals. Project Fee: $337,052

PARK AVENUE CONNECTOR TRAIL

CITY OF LAKE WALES | LAKE WALES, FL

Survey Project Manager for the Park Avenue Connector Trail System, a key element of the Lake Wales Connected – Downtown Revitalization Plan. Oversaw surveying for a 2,200-foot shared-use trail that repurposed a one-way street to accommodate bicycle and pedestrian traffic while maintaining vehicular access. The project enhanced connectivity to the Lake Wailes Trail System and supported broader community goals of improving access and encouraging downtown activity. Project Fee: $130,678

BONNET SPRINGS PARK

BONNET SPRINGS PARK, INC. | LAKELAND, FL

Assistant Survey Project Manager to provide all land surveying services for Bonnet Springs Park, a 180-acre site, located between West Memorial Boulevard and George Jenkins Boulevard in Lakeland. Performed boundary survey, topographic survey, and a tree assessment survey. The park's urban elements include a nature center, event center, playground, and children's museum. The park's natural elements include a nature preserve, canopy walk, lagoon, and botanical gardens. Grand opening was October 22, 2022. Project Fee: $47,050

MOSAIC PARK SOCCER FIELDS

CITY OF BARTOW | BARTOW, FL

Surveying Manager responsible for overseeing field staff in the preparation of a topographical survey to support the design of two new soccer fields at Mosaic Park in Lake Wales, Florida. The survey included locating and documenting above-ground features near the existing soccer fields and parking area that could influence the design. Key elements within the survey area included the band shell, adjacent sidewalks, fencing, and trees, all of which were accurately depicted to inform the engineering and planning process. Project Fee: $62,460

HARLEY **DAVIDSON, PSM**

ASSISTANT PROJECT MANAGER

ChastainSkillman | DCCM



PROJECT ASSIGNMENT
Assistant Survey Project Manager

EXPERIENCE
8 years

EDUCATION
BS, Geomatics, University of Florida

AA, Hillsborough Community College

LICENSES/REGISTRATIONS
Professional Surveyor & Mapper (Florida, #LS7429), 2022

BACKGROUND
Harley Davidson is an Assistant Project Manager at ChastainSkillman | DCCM, specializing in land surveying services for infrastructure and development projects across Florida. With over 8 years of expertise in route surveys, right-of-way control, boundary and topographic surveys, construction layout, legal descriptions, and elevation certificates, Harley plays a key role in delivering accurate and compliant survey data to support engineering and permitting efforts. His attention to detail and collaborative approach make him a valuable asset in managing complex survey operations.

BONNET SPRINGS PARK

BONNET SPRINGS PARK, INC. | LAKELAND, FL

Drafting Designer responsible for managing all land surveying services for Bonnet Springs Park, a 180-acre site located between West Memorial Boulevard and George Jenkins Boulevard in Lakeland, FL. Services included boundary and topographic surveys, as well as a comprehensive tree assessment survey. The park features a blend of urban and natural elements, including a nature center, event center, playground, children's museum, nature preserve, canopy walk, lagoon, and botanical gardens. The grand opening was held on October 22, 2022. Project Fee: $47,050

ALTA/NSPS LAND TITLE SURVEY FOR 117 N. MASSACHUSETTS AVENUE

CITY OF LAKELAND | LAKELAND, FL

Assistant Project Manager and Surveyor-In-Training responsible for delivering an ALTA/NSPS Land Title Survey for the property located at 117 N. Massachusetts Avenue in Lakeland, FL, on behalf of the City of Lakeland. Deliverables included an electronic survey file prepared in AutoCAD Civil 3D, along with six signed and sealed hard copies of the final survey.
Project Fee: $3,750

COUNTY LINE ROAD WATER MAIN EXTENSION

CITY OF LAKELAND | LAKELAND, FL

Assistant Project Manager and Surveyor-In-Training responsible for project management and QA/QC of fieldwork and drafting services for the topographic survey supporting the extension of the existing City of Lakeland water main. The extension was designed to accommodate new development along County Line Road and resulted in the construction of approximately 11,000 linear feet of 12-inch water main, including 700 feet of horizontal directional drilling and three 24-inch diameter jack-and-bore casings.
Project Fee: $243,880

SUMMIT OFFICE BUILDING

SUMMIT CONSULTING | LAKELAND, FL

Assistant Project Manager, Drafting Designer, and Surveyor-In-Training. Assisted in surveying and drafting services for Summit Consulting's new office building and parking garage in Downtown Lakeland. Contributed to boundary and right-of-way surveys, site grading, drainage design, utility layout, and erosion control planning. Supported preparation of construction documents and coordinated permitting with local and state agencies for a 135,000 SF facility with 450 parking spaces. Project Fee: $83,515

HERITAGE PLAZA PARKING GARAGE

BKP FIVE LLC | LAKELAND, FL

Assistant Project Manager. Supported surveying and drafting services for the Heritage Plaza Parking Garage in downtown Lakeland, which included 12,860 SF of office/retail space and a 45,000 SF parking structure. Contributed to topographic survey preparation, site grading plans, erosion control design, and utility modifications. Collaborated with multidisciplinary teams and assisted in permitting coordination with local and state agencies to facilitate project approvals. Project Fee: $48,525

SEAN **CHILDS**

ASSISTANT PROJECT MANAGER/CAD TECHNICIAN

ChastainSkillman | DCCM



PROJECT ASSIGNMENT
CAD Technician

EXPERIENCE
17 years

EDUCATION
High School Diploma

LICENSES/REGISTRATIONS
Florida Phosphate Council
Mine Safety Training
OSHA Training
Mine Safety and Health Administration Training
CF Industries Site Specific Training
Hazwoper Certified
TWIC Certified
Port of Tampa Access

BACKGROUND
Sean Childs is a seasoned professional with 17 years of experience in the surveying industry, specializing in topographic, boundary, construction layout, and environmental surveys. He has led field crews and ensured quality assurance on hundreds of projects across Florida, supporting engineering design through detailed topographic and corridor surveys. His expertise includes construction layout for phosphate mining gypsum stacks, educational facilities, and large-scale developments. Mr. Childs has conducted boundary surveys for properties ranging from small tracts to over 10,000 acres, including ALTA/NSPS Land Title Surveys.

BONNET SPRINGS PARK

BONNET SPRINGS PARK, INC. | LAKELAND, FL

Drafting Designer and Assistant Project Manager responsible for delivering comprehensive land surveying services for Bonnet Springs Park, a 180-acre site located between West Memorial Boulevard and George Jenkins Boulevard in Lakeland, Florida. Scope of work included conducting a boundary survey, topographic survey, and tree assessment survey. The park features a blend of urban and natural elements, including a nature center, event center, playground, and children's museum, as well as a nature preserve, canopy walk, lagoon, and botanical gardens. Bonnet Springs Park officially opened to the public on October 22, 2022. Project Fee: $47,050

POLK REGIONAL WATER COOPERATIVE (PRWC) SE TRANSMISSION MAIN

POLK REGIONAL WATER COOPERATIVE | POLK COUNTY, FL

Drafting Designer and Assistant Project Manager responsible for delivering comprehensive surveying services for the Southeast Transmission Main (SETM), a major regional water infrastructure project led by the Polk Regional Water Cooperative. Scope of work included managing the development of electronic 3D topographic mapping to support final design, as well as preparing legal descriptions and sketches for land acquisition across up to 82 parent parcels. Surveying activities were conducted under the supervision of a licensed Florida Professional Surveyor and Mapper and included coordination of right-of-way surveys, easement documentation, and compliance with all applicable Florida statutes. The project supported the expansion of critical water transmission infrastructure across Southeast Polk County. Project Fee: $3.2 million

COUNTY ROAD 763

DESOTO COUNTY BOCC | DESOTO COUNTY, FL

Assisted in calculating rights-of-way based on county road maps. Assisted in setting control for route survey and running elevations through control. Topographical Survey and location of above ground improvements along road right-of-way from FL-31 South and back east to FL-31 south of Arcadia, Florida. Project Fee: $335,000

COUNTY ROAD 665

HARDEE COUNTY BOCC | HARDEE COUNTY, FL

Drafting Designer and Assistant Project Manager responsible for managing survey operations, performing right-of-way calculations, and delivering QA/QC for the design of 14 miles of CR-665 in Hardee County, Florida. The project, funded through FDOT's SCOP and SCRAP programs, included topographic route surveys and the location of above-ground improvements along the roadway from SR 64 south to County Road 663 near Limestone, Florida. Responsibilities also included setting control, running elevations, and calculating rights-of-way based on available county road maps.
Project Fee: $614,000

JAMES **DICKERSON**
PROJECT MANAGER

ChastainSkillman | DCCM



PROJECT ASSIGNMENT
Constructability Review

EXPERIENCE
30 years

EDUCATION
High School Diploma

LICENSES/REGISTRATIONS
N/A

BACKGROUND
Mr. Dickerson is a seasoned construction representative, boasting a career spanning over three decades. His expertise lies in estimating and constructing water and wastewater treatment systems, pumping and conveyance systems, and storm drainage. He has demonstrated proficiency in project management across multiple projects. His work, performed under diverse site conditions, has left a significant footprint across Central Florida.

PACE ROAD FORCE MAIN AND LIFT STATION CONSTRUCTION SERVICES
CITY OF AUBURNDALE | AUBURNDALE, FL

Resident Project Representative for the new Pace Road Master Lift Station and Force Main servicing the Regional Wastewater Treatment Plant. In this project, Mr. Dickerson serves as an extension of City staff to provide limited construction phase services and recommendations to the City regarding compliance with City standards. Project Fee: $7.8 million

WESTERN TRUNK LINE GRAVITY SEWER REPLACEMENT
CITY OF LAKELAND | LAKELAND, FL

Quality Assurance/Constructability Review Manager responsible for the oversight of 14,000 linear foot 42-inch diameter sanitary sewer gravity line to replace the City's existing trunk line. The project includes topographic survey, easement assistance, constructability review and phasing, and consideration of existing utility conflicts. The existing line was approximately 12,800 lineal feet with 43 manholes and approximately 47 branches that flow into the manholes along the sewer line's route. This project will cost approximately $540,000 and will be completed over three phases. Project Fee: $2.4 milion

SOUTHWEST WASTEWATER PUMP STATION FLOW REVERSAL
CITY OF LAKELAND | LAKELAND, FL

Constructability Review Manager for the modification of the SW Pump Station. ChastainSkillman | DCCM was brought on board to provide design, bidding, and construction support to modify the on-site piping to enable the SW Pump Station to reverse the flow in the existing influent 20" force main and divert wastewater to the English Oaks Force Main. Project Fee: $378,000

BIOSOLIDS IMPROVEMENTS
CITY OF WAUCHULA | WAUCHULA, FL

Constructability review for modifications to the biosolids system at the City's Wastewater Treatment Plant. Improvements include a new aerobic digester, blowers, and solids transfer pumps. Project Fee: $5.7M

CHRIS **PLOWMAN**

CONSTRUCTION PROJECT REPRESENTATIVE

ChastainSkillman | DCCM



PROJECT ASSIGNMENT
Construction Project Representative

EXPERIENCE
12 years

EDUCATION
High School Diploma

LICENSES/REGISTRATIONS
CTQP - Technician Identification No. P455112852640
CTQP Earthwork Construction
CTQP Concrete Field Technician Level 1
CTQP Asphalt Paving Level 1 & 2
Nuclear Gauge Safety
ACI Concrete Field-Testing Technician Grade 1
Advanced M.O.T.

BACKGROUND
Mr. Plowman has more than six years of experience as an inspector/technician such as CQC, QCA, and VT; on various FDOT, city, and county projects. In addition, he also has six years of construction experience prior to his inspector/technical position.

- Construction Materials Testing and reporting
- Nuclear Density Gauge Operation
- CEI for FDOT, City and County Projects
- Maintenance of Traffic

ENGLISH OAKS PHASE 3, SECTION 1 (30" FM PROJECT)

CITY OF LAKELAND | LAKELAND, FL

RPR responsible for inspecting and collecting data/information for general site work. Included coordination with the City of Lakeland, contractor, subcontractors, QC, and engineer firm. Contractor on Site: Garney Construction. Project Fee (Entire Project): $1,575,000 (Engineering), $17M (Construction)

ENGLISH OAKS PHASE 3, SECTION 2A (30" FM PROJECT)

CITY OF LAKELAND | LAKELAND, FL

RPR responsible for inspecting and collecting data/information for general site work. Included coordination with the City of Lakeland, contractor, subcontractors, QC, and engineer firm. Contractor on Site: Woodruff & Sons Inc. Project Fee (Entire Project): $1,575,000 (Engineering), $17M (Construction)

ALLRED WWTP RAPID INFILTRATION BASIN

CITY OF AUBURNDALE | AUBURNDALE, FL

RPR responsible for inspecting and collecting data/information for general site work. Included coordination with the City of Auburndale, contractor, subcontractors, QC, and engineer firm. Contractor on Site: Bergeron Land Development. Project Fee: $111,200 (Engineering), $792,000 (Construction)

RUTHVENS BUSINESS PARK II - STATEMENT OF INSPECTIONS

THE RUTHVENS | LAKELAND, FL

Engineering support for the stormwater system inspection for Ruthvens Business Park II in Lakeland, Florida's existing Environmental Resource Permit. The engineering support for this project includes a site visit and supporting information for the completion of a submittal package to the District for each facility or permit. Project Fee: $900

FIELDS MERCEDES-BENZ OF LAKELAND - STATEMENT OF INSPECTION

FIELDS MERCEDES-BENZ OF LAKELAND | LAKELAND, FL

Engineering support for the stormwater system inspection for Fields Mercedes in Lakeland, Florida's existing Environmental Resource Permit. The engineering support for this project includes a site visit and supporting information for the completion of a submittal package to the District for each facility or permit. Project Fee: $1,100

COUNTY LINE ROAD WATER MAIN EXTENSION (12" WM PROJECT)

CITY OF LAKELAND | LAKELAND, FL

RPR responsible for inspecting and collecting data/information for general site work. Included coordination with the City of Lakeland, contractor, subcontractors, QC, and engineer firm. Contractor on Site: Kamminga & Roodvoets Inc. Project Fee: $243,880 (Engineering), $1.4M (Construction)

Primary Office Location:
425 Oak Street
Gainesville, GA 30501

Services Provided:
Land surveying support with specialization in Aerial LiDAR and GIS Mapping

Rochester | DCCM, a sister division to ChastainSkillman | DCCM under the DCCM umbrella, is supporting our team as a subconsultant by providing Aerial LiDAR, GIS Mapping, and additional land surveying services. With decades of experience serving both public and private clients, Rochester | DCCM is recognized for its technical expertise, responsive service, and long-standing client relationships. Their team of engineers, surveyors, and GIS professionals consistently delivers high-quality results that align with project scope, schedule, and budget objectives.

Primary Office Location:
2030 State Road 60 East
Bartow, FL 33830

Services Provided:
Construction and Engineering Inspection

Madrid CFTL is providing construction engineering and inspection services for this solicitation. With over 50 years of experience across Florida, they offer deep expertise in geotechnical investigations, construction materials testing, and inspection services. Their certified team of engineers, geologists, and inspectors is backed by FDOT-qualified laboratories and a strong track record of work with state agencies, municipalities, and private clients. Madrid CFTL is also a certified DBE (woman-owned), bringing both technical excellence and diversity to the project team.

Primary Office Location:
5401 S Kirkman Road, Suite 475
Orlando, FL 32819

Services Provided:
Floodplain Management and Environmental Permitting

Environmental Science Associates (ESA) is providing floodplain management and environmental permitting services for this solicitation. With over 50 years of experience, ESA is a nationally recognized, employee-owned firm specializing in science-based solutions that balance development and conservation. Their Florida-based team offers expertise in environmental assessments, regulatory compliance, natural resource planning, and NEPA management. ESA's collaborative approach and deep technical knowledge support resilient, ecologically sound outcomes that align with project goals and regulatory requirements.

JARROD **BLACK, PLS**

SENIOR VICE PRESIDENT - SURVEY SECTOR



FIRM
Rochester | DCCM

EXPERIENCE WITH FIRM
21 years

EXPERIENCE
31 years

EDUCATION
AGS Math & Science, Indiana University
Land Surveying Certificate, Middle Georgia College

LICENSES/REGISTRATIONS
Professional Land Surveyor, GA, MS, NC, TN, US Virgin Islands

PROFESSIONAL AFFILIATIONS
Trimble Development Team and Conference Speaker, NSPS, SAMSOG

AREAS OF EXPERTISE
For over 28 years at Rochester | DCCM, Mr. Black has led surveying for land development projects. He presents training sessions for land surveying CE Credits. Mr. Black coordinates Rochester | DCCM field crews, tests advanced field technology, and develops field best practices. He manages personnel in preparing land survey and mapping for parks, sanitary sewer, wastewater reclamation, water treatment, public buildings, and roadway projects.

- GPS Control Surveys
- GIS Mapping
- GIS Database Prep
- Corridor/Route Surveys
- Large Scale Cadastral & Retracement Surveys
- ALTA/ACSM Site Surveys
- Utility Locations & Mapping
- Survey Logistics
- Boundary Evidence Evaluation &
- Conflict Resolution
- Topographic Design Surveys
- Construction Staking

EMBRY RIDDLE UTILITY MAPPING, ASSESSMENT, AND GIS DEVELOPMENT

EMBRY RIDDLE AERONAUTICAL UNIVERSITY | DAYTONA BEACH, FLORIDA

Served as Project Manager as Rochester | DCCM performed UAV aerial in restricted, Daytona Beach International airport (DIA) air space. Coordinated with the campus, DIA and FAA for clearance and performed the aerial coordinating flights with the DIA tower. Performed utility locates, condition assessments and GIS development with the data collected.

The team utilized existing as-builts, met with local engineers and local utility authorities to meet the tight schedule. Quick turnaround on surveys and assessments helped keep the project on schedule. Worked around existing construction projects integrating the utility CAD files into the GIS. Worked around schools schedules. Performed detailed evaluations of utilities such as campus utilities including transformers, switch gears, regulators, and backflow preventers that were evaluated by diligent work of the project team. Total Project Cost: $441,500.

ATLANTA STATE FARMERS MARKET REDEVELOPMENT

GEORGIA DEPARTMENT OF AGRICULTURE | FOREST PARK, GA

Led the survey team during the comprehensive redevelopment planning project for the Atlanta State Farmers Market (ASFM), one of the largest outdoor markets in the U.S., addressing Georgia's growing agricultural import/export needs. Directed the condition assessment of critical utility systems, including water, drainage, and medium-voltage electricity, at a fully operational 24/7 facility near the world's busiest airport. Oversaw the development of a phased infrastructure improvement plan to support future growth and ensure reliable service. Successfully managed the integration of a web-based Geographic Information System (WebGIS) for data documentation and analysis, enhancing the strategic planning of infrastructure capital improvements and site redevelopment. Design Cost: $934,755.00

BOUNDARY SURVEY AND LEGAL DESCRIPTION

FLORIDA AIR NATIONAL GUARD | JACKSONVILLE, FLORIDA

Served as Project Manager and Professional Land Surveyor. Mr. Black was responsible for managing the boundary survey and legal description of properties leased from Jacksonville Aviation Authority for several years. This involved surveying approximately 342 acres, monumenting boundaries, providing legal descriptions, and platting the area. The team collected detailed field locations necessary to accurately depict the 19,200 linear feet of property lines and above ground and visible structures, utilities, and improvements within 25 feet of each side of the boundary line. Cost $62,000.

DANIEL **HULSEY, GISP & UAV PILOT**

GIS ANALYST AND UAV PILOT



FIRM
Rochester | DCCM

EXPERIENCE WITH FIRM
6 years

EXPERIENCE
12 years

EDUCATION
BS, Geographic Information Systems, University of North Georgia

MS, Geographic Information Systems, Penn State University

Land Surveyor Certificate, University of North Georgia

LICENSES/REGISTRATIONS
Geographic Information Systems Professional, 90533

UAV Pilot Certification

BACKGROUND
Mr. Hulsey has a diversified GIS and UAV background. His experience includes many aspects of the GIS, UAV and survey discipline, ranging from instrument operator on a field crew, to field crew chief and on to GIS project manager. As a GIS Analyst for **Rochester | DCCM**, Mr. Hulsey manages the production of GIS and survey drawings, proposal preparation, and coordination of field work tasks. He oversees GIS drafters and field personnel as well as prepares budgets and GIS/survey documents.

AREAS OF EXPERTISE

- GIS Analyst
- UAV Pilot & Mapping
- Retracement/Boundary Surveys
- Topographic Surveys
- As-Built/Design Surveys
- Construction Layout
- Utility Mapping
- Route Survey

EMBRY RIDDLE UTILITY MAPPING, ASSESSMENT, AND GIS DEVELOPMENT

EMBRY RIDDLE AERONAUTICAL UNIVERSITY | DAYTONA BEACH, FLORIDA

Served as Web Application Developer for GIS as Rochester | DCCM performed UAV aerial in restricted, Daytona Beach International airport (DIA) air space. Coordinated with the campus, DIA and FAA for clearance and performed the aerial coordinating flights with the DIA tower. Performed utility locates, condition assessments and GIS development with the data collected.

The team utilized existing as-builts, met with local engineers and local utility authorities to meet the tight schedule. Quick turnaround on surveys and assessments helped keep the project on schedule. Worked around existing construction projects integrating the utility CAD files into the GIS. Worked around schools schedules. Performed detailed evaluations of utilities such as campus utilities including transformers, switch gears, regulators, and backflow preventers that were evaluated by diligent work of the project team. Total Project Cost: $441,500.

ATLANTA STATE FARMERS MARKET REDEVELOPMENT

GEORGIA DEPARTMENT OF AGRICULTURE | FOREST PARK, GA

Web Application Developer for the comprehensive redevelopment planning project for the Atlanta State Farmers Market (ASFM), one of the largest outdoor markets in the U.S., addressing Georgia's growing agricultural import/export needs. Directed the condition assessment of critical utility systems, including water, drainage, and medium-voltage electricity, at a fully operational 24/7 facility near the world's busiest airport. Oversaw the development of a phased infrastructure improvement plan to support future growth and ensure reliable service. Successfully managed the integration of a web-based Geographic Information System (WebGIS) for data documentation and analysis, enhancing the strategic planning of infrastructure capital improvements and site redevelopment. Design Cost: $934,755.00

BOUNDARY SURVEY AND LEGAL DESCRIPTION

FLORIDA AIR NATIONAL GUARD | JACKSONVILLE, FLORIDA

Served as Web Application Developer for GIS. Mr. Hulsey was responsible for aiding with the boundary survey and legal description of properties leased from Jacksonville Aviation Authority for several years. This involved surveying approximately 342 acres, monumenting boundaries, providing legal descriptions, and platting the area. The team collected detailed field locations necessary to accurately depict the 19,200 linear feet of property lines and above ground and visible structures, utilities, and improvements within 25 feet of each side of the boundary line. Cost $62,000.

John Delashaw, PE, MAT

Principal, Geotechnical Engineer

Mr. Delashaw currently serves as the Bartow office Principal over the Geo-Sciences Divisions and is the project principal and/or technical lead for most of the company's geotechnical projects. Much of his over 34 years of geotechnical engineering experience has been gained from working on projects in the areas of: dam design and evaluation; shallow and deep foundation systems; earthworks and site development; soil improvement techniques; specialty soil sampling and laboratory testing; sinkhole investigation, evaluation and stabilization, and roadway soil.

His primary experience includes project management, contract management, technical direction of geotechnical engineering projects, geotechnical field investigations, and analyses for numerous public and private sector clients. He is responsible for staffing and resource management and reviewing engineering evaluations for geotechnical investigations in addition to numerous subsidence investigations. He has served as the QA/QC Manager under the internal Quality Mangement System(QMS) for both the Soils and Materials Laboratories. He often provides expert witness testimony on forensic projects and is in responsible charge of numerous soil stabilization projects.



Years of Experience

- 34 Years

Education

- B.S., Civil Engineering, San Diego State University

Professional Registration

- Professional Engineer, Florida # 48154 (1986)
- Professional Engineer, Mississippi # 21324 (2013)

Continuing Education

- Properties of Fills for MSE Walls – ASCE Webinar, January 2018
- Geo-Frontiers Conference – 2011 (Paper presented at conference – published in proceedings– June 2017
- Geotechnical and Materials Engineers Conf. ('98,'01,'04,'07,'10,'11,'12, '13,'14,'16,'17,'18,'19,'22)
- Florida Dam Safety Annual Conference 1997 through 2004 (technical presenter 1999 & 2003)

Project Experience

FDOT Design-Build Value Added Foundation Design, Sawgrass Expressway (SR 869) over Atlantic, Blvd, FPID 443956-1-52-01
Personnel: John Delashaw, PE (Geotechnical Principal), Paul Passe, PE (Senior Geotechnical Engineer)
Project Dates: Nov 2022 to Aug 2023
Project Role: Geotechnical Subconsultant
Project Contact: Javier Beteta, PE; Project Manager (Halley Engineering); Phone - 305.883.0055; Email – jbeteta@halleyeng.com
Project Description: Madrid was requested to step in as Geotechnical EOR to an existing project and provide geotechnical foundation design services for a proposed alternate bridge configuration. The initial scope was a limited review of the previous consultant's findings followed by a detailed geotechnical foundation investigation, design, and signed and sealed plans related to pile foundations.

I-4/SR 557 Polk County, FL, FPID 201215-3-52-01
Personnel: John Delashaw, PE (Geotechnical Principal), Paul Passe, PE (Senior Geotechnical Engineer - EOR)
Project Dates: 2022 to 2023
Project Role: Geotechnical Sub
Project Contact: TJ Lallathin, PE; Project Manager (DRMP); Phone - 407.362.1321; Email – tjlallathin@drmp.com
Project Description: Madrid served as the geotechnical engineer of record for this interchange improvement project, which also extended along approximately four miles of mainline Interstate 4. Madrid was responsible for the geotechnical exploration program, reviewing of the subsurface investigation, laboratory-testing program, engineering analysis and report preparation for roadway soil survey and structures reports. Madrid also performed design calculations, reviewed foundation documentation and provided foundation certification packages. Additionally, Madrid provided technical support services for an Engineering Analysis Report (EAR) which was completed in 2023.

Marcus Grant

Laboratory Manager / Senior Field Inspector

EXPERIENCE SUMMARY:

Marcus Grant has over 18 years of experience working in the FDOT Construction Material Testing industry and specializes in the area of asphalt inspection testing and reporting, earthwork sampling, testing and reporting, concrete sampling and testing as well as creating and maintaining a CMEC accredited lab for over 12 years. He has a thorough understanding of FDOT specifications, and construction procedures. He has successfully completed numerous asphalt, earthwork and concrete construction projects that included sampling, testing, and plant verification work. Marcus Grant also has extensive laboratory testing experience including aggregate, soils, and concrete.

PROJECT EXPERIENCE:

SR17 & Arbuckle Creek Rd, Highlands County
January 2019 – March 2019
FIN: 433202-1-52-01
CEI Inspector
This project consists of milling and resurfacing along SR17 and Arbuckle Creek Rd in Sebring, Florida. Mr. Grant provided CEI VT Inspection services for this project as the sole inspector for this project. His duties include Earthwork, Concrete, Asphalt Paving inspection and verification testing.
Tim Dewitz, Project Administrator, FDOT Bartow Operations Center: (863) 519-4100; Cell (863) 272-4915

FDOT D1 & D7 VT Asphalt Plant Inspection
October 2017 to Present
Asphalt Plant Inspector
Marcus provides Asphalt Plant VT inspection services for projects in both District 1 and District 7. These services include all inspection, testing and reporting required for Hot Mix Asphalt that is to be incorporated into FDOT construction projects.
Keneth Collier, FDOT District 1 & 7 District Bituminous Supervisor, Office: (863) 519-4249

CEI Group 160, District 5 Maintenance Phase Projects
February 2020 to March 2021
FIN: 444000-1-72-10 (E5V74)
CEI Inspector
For this maintenance project, Marcus has been responsible for verifying all personnel and equipment on-site, confirming MOT set-up, video documenting the desilting process, and verifying that all pipe runs have been properly desilted per the project plans. Marcus is also responsible for updating the project worksheet, and notating operational changes not identified in the plans; as well as completing daily DWR on Site Manger.
KNavarro, Construction Project Administrator, Office: (407) 278-2729



Education

Lake Gibson High School Graduated in 2002

TIN#

G65354183

Certifications

CTQP Earthwork Construction Inspector Level I & II
CTQP Concrete Lab Testing Technician Level I
CTQP Concrete Field Technician Level I
CTQP FDOT Concrete Field Inspector Specification
CTQP Asphalt Plant Technician Level I & II
CTQP Asphalt Paving Technician Level I & II
CTQP LBR Testing Technician
CTQP Aggregate Testing Technician
CTQP QC Manager
CTQP Pile Driving Inspection
ACI Concrete Field Testing Technician
ACI Concrete Laboratory Testing Technician Level 1
ACI Concrete Strength Testing Technician
ACI Aggregate Testing Technician Level 1
RSO
Nuclear Gauge Safety
MOT Advanced

Anthony Brown

Senior Inspector

EXPERIENCE SUMMARY:

Mr. Brown has 10 years of experience (5 as a Sr Inspector) working in the FDOT CEI industry since 2014 and specializes in multiple areas of construction inspection, including: asphalt plant inspection, earthwork, concrete, asphalt paving, drilled shaft inspection, and pile driving inspection. He maintains an exemplary understanding of FDOT specifications and construction procedures and has worked directly out of the District 1 Materials Office as a consultant. He has successfully completed numerous FDOT projects that included sampling, testing, and reporting; and is highly familiar with both MAC and Site Manager Mr. Brown also has extensive laboratory testing experience including aggregate, soils, and concrete.

PROJECT EXPERIENCE:

433202-1-52-01
State Road 17, Highlands County
November 2018 – January 2019
Senior Inspector
This project consists of milling and resurfacing along SR17 and Arbuckle Creek Rd in Sebring, Florida. Mr. Brown provided CEI Senior VT Inspection services for this project as the sole inspector for this project. His duties include Earthwork, Concrete, Asphalt Paving inspection and verification testing.
Grayson O'Cain, Project Administrator, FDOT Bartow Operations Center: (863) 519-4100; Cell (863) 272-4972

418403-2-52-01
State Road 600, Osceola County
July 2016 – November 2018
Field Inspector
This project consisted of the reconstruction of US92/ SR600 in Kissimmee, Florida. Mr. Brown provided CEI VT Inspection services for this project. His duties include Earthwork, Drilled Shafts, Signals, Storm Sewer, Concrete, Thermo, Asphalt Paving inspection and verification testing.
Kris Morgan, Jacobs Project Administrator, (813) 614-3776

FDOT District 1 Materials – Pavement Assessment Specialist
December 2019 – Current
Pavement Assessment Specialist
This project consisted of conducting roadway field reviews of existing pavement to assist in project design. Duties include taking detailed notes of existing deficiencies, documenting existing conditions through video/pictures, and producing field reports. Other duties included pavement coring and reviewing cores collected by department consultants.
Taylor Smith, Pavement Evaluation Engineer, (863) 519-4221



Education

Auburndale High School *2006*
Everest University *2007 to 2008*
Polk State *2008 to 2009*
Army *2010 to 2013*

TIN#

B65001988

Certifications

CTQP Earthwork Construction Inspector I & II
CTQP Concrete Field Technician I
CTQP Asphalt Plant Technician I & II
CTQP Asphalt Paving Technician I & II
CTQP Final Estimates I & II
CTQP Drilled Shaft Inspection
CTQP Driven Pile Inspection
ACI Concrete Field Testing Technician I
ACI Concrete Laboratory Testing Technician I
ACI Concrete Transportation Construction Inspector
FAA Airfield Pavement Inspection
Qualified Stormwater Management Inspector
Concrete Batch Plant Inspector
IMSA Signals Inspector
IMSA Signals Technician
Nuclear Gauge Safety
MOT Advanced
QC Manager
Critical Structures Construction Issues

Craig Stout, PWS

Senior Managing Associate



EDUCATION

BS, Biological Sciences, University of Central Florida

AS, Environmental Technology, Valencia College

32 YEARS OF EXPERIENCE

CERTIFICATIONS/ REGISTRATIONS

Professional Wetland Scientist, #2393, 2013

Licenses: General Standards (Core): Commercial pesticide application, Aquatic herbicide application, 2000, Natural Areas herbicide application, 2013, Florida

Wildland Firefighting Training, 1998: Fire Behavior (S-190), Hand Tools (S-130), Standards of Survival (PMS-416)

Florida Boating Safety Certification, 2003

PADI Open Water Dive Certification, 2008

Quality Vegetative Management (QVM) Certified Advisor, 2007

Authorized Gopher Tortoise Agent, 2009

FDEP Qualified Stormwater Inspector, 2011

FAA Qualified Airport Wildlife Biologist, 2018

PROFESSIONAL AFFILIATIONS

Florida Stormwater Association

Craig is a professional wetland scientist with more than 32 years of experience in the environmental science field as a consultant to industry and government. His multifaceted background includes jurisdictional wetland delineations, uniform wetland mitigation assessment method (UMAM) assessments, formal wetland verifications, environmental resource permitting, agency coordination, permit compliance, listed species surveys and permitting, vegetative identification and monitoring, Geographic Information System (GIS) mapping, and land survey. He is trained as a wildland firefighter and certified commercial, natural areas, and aquatic herbicide applicator. As the lead field biologist on many projects, his responsibilities have included extensive data collection and coordinating field surveys for threatened and endangered species, such as the Florida scrub jay, gopher tortoise, sand skink, eastern indigo snake, and various protected plants. Additional activities include the assessment of nuisance and exotic vegetative species for their environmental impacts, implementing control procedures, and directing the establishment of vegetative and aquatic monitoring programs.

Relevant Experience

Polk Regional Water Cooperative (PRWC), Alternative Water Supply (AWS) Program, Polk County, FL. *Field/GIS Lead.* PRWC is a unified group that includes Polk County and its municipalities working together to develop and promote water conservation within the Polk Regional Water Cooperative. As part of the environmental team, Craig assisted on studies that include reviewing environmental impacts to wildlife (including "ridge specific" imperiled species), water resources, and water quality. Current site assessments and permitting support cover multiple water facilities siting and 75–90 miles of water transmission line infrastructure, throughout Polk County. In addition to the field facility and transmission review, Craig was the GIS mapping lead for this multifaceted project, in support of the NEPA submittal and Water Infrastructure Finance and Innovation Act (WIFIA) application package.

Polk Regional Water Cooperative (PRWC), Alternative Water Supply (AWS) Program, Southeast Water Production Facility (WPF). Polk County, FL. *Field Lead.* PRWC is a unified group that includes Polk County and its municipalities working together to develop and promote water conservation within the Polk Regional Water Cooperative. As part of the PRWC AWS Program, the Southeast Water Production Facility (WPF) is proposed to be constructed as a result of the project. This proposed WPF is located on an approximate 25-acre parcel that is sited within the sand and blue-tailed mole skink consultation area, has appropriate soils, and is over 82 feet NGVD. As such, an FWS-approved skink coverboard survey was conducted. As a field lead, Craig managed field crews during the installation of 942 coverboards. After the 1-week acclimation period, Craig assisted in checking the coverboards for evidence of sand and/or blue-tailed mole skink activity for 4 consecutive weeks. Upon completion of the survey, he assisted with the report preparation and was the GIS lead for all exhibits in support of the survey report.

Polk County Parks and Natural Resources Division, FX Bar Ranch Conservation Easement Baseline Document Support Services, Polk County, FL. *Lead Biologist.* This contract included environmental support services for data collection to provide a Conservation Easement Baseline Document for approximately 500+/- acres of the FX Bar Ranch in Frostproof, Florida. This portion of the FX Bar Ranch is significant to the County since it receives a majority of Lake Weohyakapaka (Lake Walk-in-the-Water) drainage and contains significant ecological, educational, and aesthetic value in its present state as a natural area. The Conservation Easement Baseline Document is prepared to document the

Douglas Skurski, SPWS

Senior Vice President, Southeast Regional Director



EDUCATION
MS, Biology, University of Central Florida

BS, Zoology, Washington State University

24 YEARS OF EXPERIENCE

CERTIFICATIONS/ REGISTRATIONS
Senior Professional Wetland Scientist, No. 1719

Qualified Stormwater Management Inspector, No. 29971

TRAINING
Uniform Mitigation Assessment Method (UMAM) Technical Training, Southwest Florida Water Management District (SWFWMD), 2010

Wetland Plant ID, Institute for Wetland and Environmental Education and Research, Inc., 2006

UMAM Field Workshop, Central Florida Association of Environmental Professionals (CFAEP), 2004

Douglas has more than 24 years of experience in wetland assessments; federal, state, and local permitting; protected species studies; Geographic Information Systems (GIS) mapping and analysis; National Environmental Policy Act (NEPA); habitat evaluation; and environmental impact mitigation. He is knowledgeable in developing effective resolutions to conflicts between natural resources and project development and has a thorough understanding of Florida's ecology.

Relevant Experience

Polk Regional Water Co-Operative (PRWC), Polk County, FL. *Senior Scientist.* Conducted studies that included reviewing environmental impacts to imperiled “ridge specific" species and water resources for 80 miles of “greenfield” new alignment water line infrastructure, two water treatment facilities, and multiple Lower Floridan Aquifer wells. The project also includes hydrobiological monitoring implementation supporting a new Water Use Permit (WUP) for withdrawals from the Lower Floridan, NEPA Biological Assessment (BA) analysis reporting in support of the submittal and acceptance of a Water Infrastructure Finance and Innovation Act (WIFIA) application package, environmental support for the WUP submittal for surface water withdrawals from Peace Creek, hydrobiological design to monitor withdrawals from Peace Creek, agency permitting, and construction oversight for the PRWC-approved projects.

Nalcrest Fire Station, Polk County, FL. *Senior Scientist* for the sand and blue-tailed mole skink coverboard survey that was conducted within the project footprint. In accordance with FWS survey guidelines, 142 coverboards were placed within the appropriate habitat areas and monitored for 4 consecutive weeks. The results of the survey did confirm that four of the coverboards were positive for sand and blue-tailed mole skink tracks. Supported the Sand Skink Survey Report preparation and assisted with the FWS consultation process to secure a Habitat Conservation Plan (HCP) and Incidental Take Permit for the species.

City of Auburndale WWTF Spray Fields and RIB Project Phase 1 and 2, Polk County, FL. *Senior Scientist.* Conducted 100% gopher tortoise survey of an approximate 130-acre site in preparation of the construction of the City’s Spray Field and Rapid Infiltration Basin (RIB) project. Once completed, a Conservation Permit was applied for and secured through FWC for the excavation of 242 gopher tortoise burrows for Phase 1 and 125 burrows for Phase 2. Doug acted as one of the team leads during the excavation activities and coordinated with the long-term recipient site for the relocation activities.

Se7en Wetlands Treatment System and Surrounding Management Areas, Lakeland FL. *Project Director* to document existing site conditions at the Se7en Wetlands Treatment Wetlands/Park in Lakeland, Florida. Since its creation (1985), the treatment wetland system, including the immediate surrounding property limits (collectively 1,640 acres), has received land management activities to both reduce nuisance/exotic plant species and to promote beneficial vegetative growth to further enhance water treatment capabilities. ESA biologists implemented the first phase of an “on-site” Operational and Land Management Plan (Plan) that addressed the treatment of effluent by appropriate vegetation to meet applicable state and federal standards, but one that is also able to provide the flexibility to address wildlife habitat needs, while incorporating the Se7en Wetlands Guiding Principles. Existing site conditions were documented within the property limits, to provide programmatic maintenance recommendations that could be implemented immediately or incorporated with additional site-specific information for the creation/development of complete site Plan. The foundation of maintenance

TAB 4

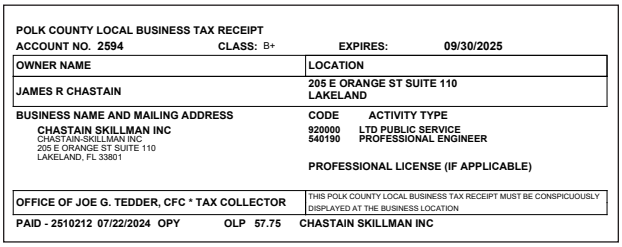
Is the Firm a “Polk County Entity”?

IS THE FIRM A POLK COUNTY ENTITY?

ChastainSkillman | DCCM is a Delaware-based limited liability company that has been headquartered in Lakeland, Florida — within Polk County — since February 28, 1950.

- **Headquarters and Primary Office** - 205 E Orange Street, Suite 110, Lakeland, FL 33801
- **Team Members in Primary Office:** 58
- **Time at Local Office:** 7 years

The **primary office** supporting this Engineering Staff Augmentation Services for Land Development CCNA RFP is located at 205 E Orange Street, Suite 110, Lakeland, FL 33801, where the firm has operated since April 2018. This location serves as our headquarters and currently houses 58 professionals across a range of disciplines.



POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 2594 CLASS: B+ EXPIRES: 09/30/2025

OWNER NAME	LOCATION
JAMES R CHASTAIN	205 E ORANGE ST SUITE 110 LAKELAND

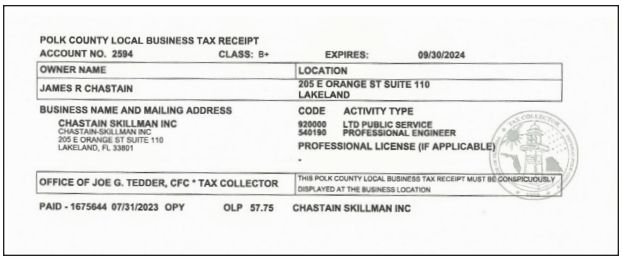
BUSINESS NAME AND MAILING ADDRESS
CHASTAIN SKILLMAN INC
CHASTAIN-SKILLMAN INC
205 E ORANGE ST SUITE 110
LAKELAND, FL 33801

CODE ACTIVITY TYPE
920000 LTD PUBLIC SERVICE
540190 PROFESSIONAL ENGINEER

PROFESSIONAL LICENSE (IF APPLICABLE)

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

PAID - 2510212 07/22/2024 OPY OLP 57.75 CHASTAIN SKILLMAN INC



POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 2594 CLASS: B+ EXPIRES: 09/30/2024

OWNER NAME	LOCATION
JAMES R CHASTAIN	205 E ORANGE ST SUITE 110 LAKELAND

BUSINESS NAME AND MAILING ADDRESS
CHASTAIN SKILLMAN INC
CHASTAIN-SKILLMAN INC
205 E ORANGE ST SUITE 110
LAKELAND, FL 33801

CODE ACTIVITY TYPE
920000 LTD PUBLIC SERVICE
540190 PROFESSIONAL ENGINEER

PROFESSIONAL LICENSE (IF APPLICABLE)

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

PAID - 1675644 07/31/2023 OPY OLP 57.75 CHASTAIN SKILLMAN INC

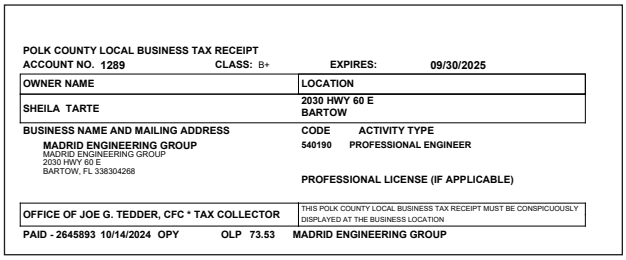
In addition to our Lakeland headquarters, we also maintain offices in:

- Orlando, FL – 4301 Vineland Road, Suite E7, Orlando, FL 32811
- Brentwood, TN – 215 Centerview Drive, Suite 113, Brentwood, TN 37027

To verify our presence within Polk County, we have included Polk County Business Tax Receipts for the past two years as supporting documentation.

TEAMING PARTNERS IDENTIFIED AS POLK COUNTY-BASED ENTITIES

Of our three teaming partners, Madrid CFTL — recognized by Polk County as Madrid Engineering Group — is the only firm based in Polk County. They have been headquartered in the county for 33 years. Below is a summary of our teaming partners, including their headquarters and local office locations:



POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 1289 CLASS: B+ EXPIRES: 09/30/2025

OWNER NAME	LOCATION
SHEILA TARTE	2030 HWY 60 E BARTOW

BUSINESS NAME AND MAILING ADDRESS
MADRID ENGINEERING GROUP
MADRID ENGINEERING GROUP
2030 HWY 60 E
BARTOW, FL 338304268

CODE ACTIVITY TYPE
540190 PROFESSIONAL ENGINEER

PROFESSIONAL LICENSE (IF APPLICABLE)

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

PAID - 2645893 10/14/2024 OPY OLP 73.53 MADRID ENGINEERING GROUP

Rochester | DCCM

- **Headquarters and Primary Office** - 425 Oak Street NW, Gainesville, GA 30501
- **Team Members in Primary Office:** 63
- **Time at Local Office:** 59 years

Madrid CFTL

- **Headquarters and Local Office** - 2030 State Road 60 East, Bartow, FL 33830
- **Team Members in Local Office:** 48
- **Time at Local Office:** 33 years

Environmental Science Associates

- **Headquarters** - 575 Market Street, Suite 3700, San Francisco, CA 94105
- **Local Office** - 5401 South Kirkman Road, Suite 475, Orlando, FL 32819
- **Team Members in Local Office:** 15
- **Time at Local Office:** 23 years

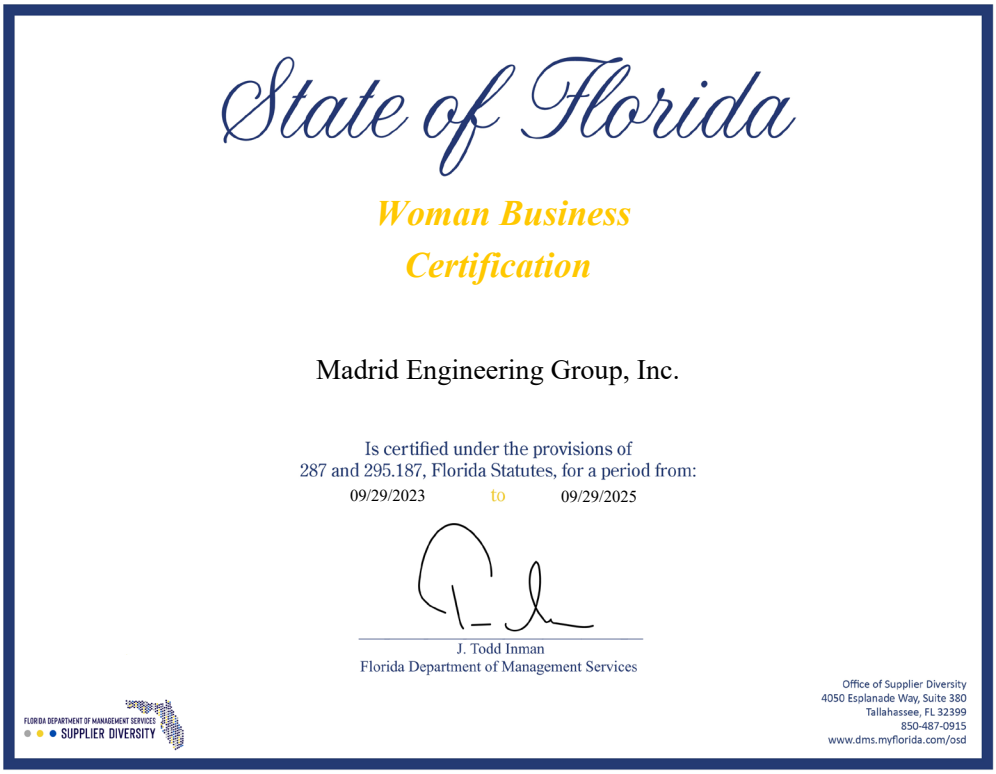
TAB 5

Is the Firm a "Certified Woman or Minority Business Enterprise"

IS THE FIRM A "CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE"?

ChastainSkillman | DCCM is not a certified woman- or minority-owned business enterprise; however, we actively seek opportunities to collaborate with firms whose expertise enhances value for our clients. We also encourage minority and disadvantaged contractor firms to participate in our projects.

In alignment with Polk County's commitment to supporting Woman and Minority Business Enterprises, ChastainSkillman | DCCM has partnered with highly a qualified M/WBE firm under this contract, Madrid CFTL (Madrid Engineering Group, Inc.), a certified woman-owned business.



State of Florida

Woman Business Certification

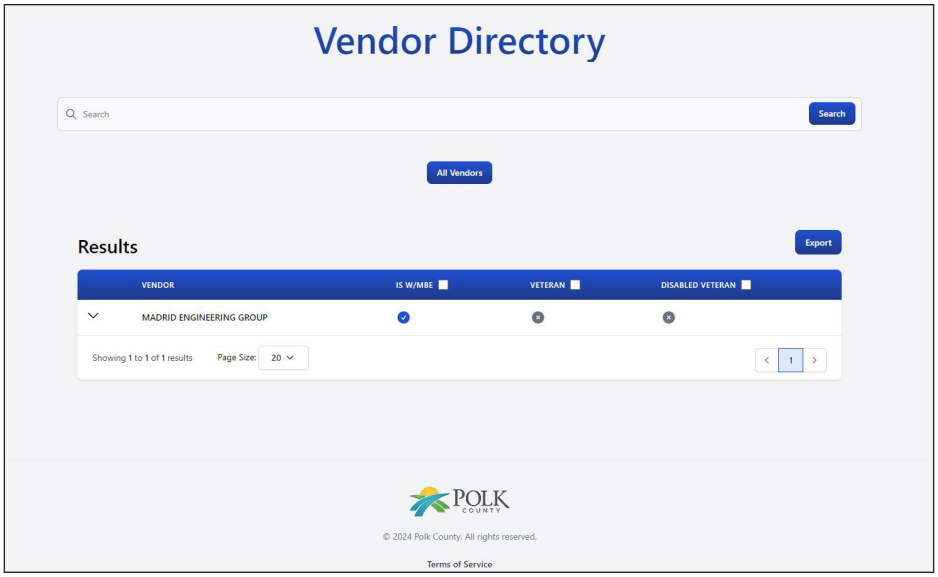
Madrid Engineering Group, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
09/29/2023 to 09/29/2025

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



TAB 6

Interactions with County and Regulatory Agency Staff

INTERACTION WITH COUNTY & REGULATORY AGENCY STAFF

As part of our commitment to our clients and the communities we serve, ChastainSkillman | DCCM offers comprehensive in-house permitting services. Our dedicated permitting team works closely with the project manager and design team to prepare and submit permit application packages, while actively monitoring the review process through to final approval.

Headquartered in Lakeland, Florida since 1950, ChastainSkillman | DCCM has delivered decades of successful projects and exceptional service throughout Polk County, the City of Lakeland, and surrounding Central Florida communities. Our longstanding reputation assures Polk County that we are a trusted partner capable of meeting and exceeding expectations for this important project.

Our team's deep understanding of local, state, and federal regulatory processes, combined with strong working relationships with agency personnel, enables us to navigate permitting efficiently and avoid unnecessary delays. This expertise gives Polk County confidence in our ability to complete the permitting process within the required timeframe.

Our permitting process begins with a thorough review of the project requirements outlined in the RFP. We then complete the necessary reports, studies, and design components to prepare and submit permit applications. Once submitted, we proactively monitor agency reviews to maintain the project schedule and manage costs. If Requests for Information (RFIs) arise, our team responds promptly and thoroughly to ensure timely approvals and seamless progression to the next project phase.

Tab 3 – Experience, Expertise, Personnel & Technical Resources highlights the ChastainSkillman | DCCM team members assigned to this RFP and showcases their individual qualifications to deliver the services required for this vital community initiative.

Our permitting experience includes Environmental Resource Permits (ERP), NPDES Permitting, and all applicable Florida Department of Transportation (FDOT), federal, state, and local permits. We have successfully completed ERP permitting across all of Florida's Water Management Districts and maintain regular interaction with the South Florida Water Management District (SFWMD) and the Florida Department of Environmental Protection (FDEP).

Our proven permitting process has been instrumental in the success of numerous projects across Polk County and beyond. We are prepared to collaborate with the County's Road and Drainage Division, Procurement Division, Building Division, Codes Division, Parks and Natural Resources Division, and County Attorney's Office to deliver the services needed for this project.

TAB 7

Surveys of Past Performance

Survey Questionnaire – Polk County

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: Kyle Long (Name of Person completing survey)

City of Wauchula (Name of Client Company/Consultant)

Phone Number: 863-773-9193 Email: klong@cityofwauchula.com

Subject: Past Performance Survey of Similar work:

Project name: CEI Services for Melendy Street Resurfacing

Name of Firm being surveyed: ChastainSkillman | DCCM

Cost of Services: Original Cost: $79,333 Ending Cost: $43,651.29

Contract Start Date: January 2024 Contract End Date: July 2025

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 Kyle Long

Signature of Evaluator: 

Please fax or email the completed survey to: prodriguez@dccm.com

Survey Questionnaire – Polk County
RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

~~Survey Questionnaire – Polk County~~
~~RFP 25-652, Engineering Services for Repairs to Circle B Bar Reserve from Hurricane Milton~~

To: Brandon Clark (Name of Person completing survey)
The Ruthvens (Name of Client Company/Consultant
Phone Number: 863-686-3173 Email: bclark@ruthvens.com
Total Annual Budget of Entity _____
Subject: Past Performance Survey of Similar work:
Project name: The Ruthvens Parkway Corporate Center LOMR
Name of Vendor being surveyed: ChastainSkillman | DCCM
Cost of Services: Original Cost: $9,545 Ending Cost: $9,545
Contract Start Date: 08/2021 Contract End Date: 07/2022

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)	8
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 Brandon Clark
Signature of Evaluator: _____
Please fax or email the completed survey to: prodriguez@dccm.com

Survey Questionnaire – Polk County
RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

~~**Survey Questionnaire – Polk County**~~
~~**RFP 25-652, Engineering Services for Repairs to Circle B Bar Reserve from Hurricane Milton**~~

To: Andy Palmer, CPRE (Name of Person completing survey)
City of Winter Haven (Name of Client Company/Consultant
Phone Number: 863-327-5931 Email: apalmer@mywinterhaven.com
Total Annual Budget of Entity _____
Subject: Past Performance Survey of Similar work:
Project name: Lake Elbert Trail
Name of Vendor being surveyed: ChastainSkillman | DCCM
Cost of Services: Original Cost: $310,561 Ending Cost: $337.052
Contract Start Date: 10/2019 Contract End Date: Ongoing

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)	8
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	8
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	8
8	Ability to follow protocol	(1-10)	9
9	Ability to maintain proper documentation	(1-10)	9
10	Appropriate application of technology	(1-10)	8
11	Overall Client satisfaction and comfort level in hiring	(1-10)	8
12	Ability to offer solid recommendations	(1-10)	8
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator: Andy Palmer, CPRE
Signature of Evaluator: _____
Please fax or email the completed survey to: prodriguez@dccm.com

Survey Questionnaire – Polk County

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: Sean Byers (Name of Person completing survey)

City of Winter Haven (Name of Client Company/Consultant)

Phone Number: 863-298-7932 Email: Sbyers@mywinterhaven.com

Subject: Past Performance Survey of Similar work:

Project name: Winter Haven Plat Reviews

Name of Firm being surveyed: ChastainSkillman | DCCM

Cost of Services: Original Cost: No set cost - varies/as-needed Ending Cost: $133,412 (Job to Date)

Contract Start Date: August 2021 Contract End Date: Ongoing/As-Needed

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)	6
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	8
7	Ability to resolve issues promptly	(1-10)	8
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)	9
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 Sean Byers

Signature of Evaluator: 

Please fax or email the completed survey to: prodriguez@dccm.com

Proposers Incorporation Information
(Submittal Page)

The following section should be completed by all proposers and submitted with their proposal submittal:

Company Name: Chastain-Skillman, LLC

DBA/Fictitious Name (if applicable): ChastainSkillman | DCCM

TIN #: 59-0619876

Address: 205 E Orange Street, Suite 110

City: Lakeland

State: Florida

Zip Code: 33801

County: Polk

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your proposal submittal.

Contact Person: Ron Cauthan, PE

Phone Number: 863.646.1402

Cell Phone Number: 863.287.1117

Email Address: rcauthan@dccm.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: Delaware

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

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Chastain-Skillman, LLC

2 Business name/disregarded entity name, if different from above.

ChastainSkillman | DCCM

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

205 E Orange Street, Suite 110

Requester's name and address (optional)

6 City, state, and ZIP code

Lakeland, FL 33801

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	0	6	1	9	8	7	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 1-14-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

September 17, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. Procurement Analyst

Procurement Division

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

Signature: *Pamela Rodriguez*

Printed Name: Pamela Rodriguez

Title: Sr. Marketing Coordinator

Company: ChastainSkillman | DCCM

October 2, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. Procurement Analyst

Procurement Division

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

Signature: *Pamela Rodriguez*

Printed Name: Pamela Rodriguez

Title: Sr. Marketing Coordinator

Company: ChastainSkillman | DCCM

October 3, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. Procurement Analyst

Procurement Division

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

Signature: *Pamela Rodriguez*

Printed Name: Pamela Rodriguez

Title: Sr. Marketing Coordinator

Company: ChastainSkillman | DCCM

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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 BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

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

Company Name: Chastain-Skillman, LLC dba ChastainSkillman | DCCM

Signature: _____

Title: VP Civil Engineering

Date: 10/8/2025

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 8 day of October, 2025, by Ron Cauthan (*name*) as VP Civil Engineering (*title of officer*) of Chastain-Skillman, LLC (*entity name*), on behalf of the company, who ☒ is personally known to me or ☑ has produced P3R as identification.

Notary Public Signature: Pamela Rodriguez

Printed Name of Notary Public: Pamela Rodriguez

Notary Commission Number and Expiration: #HH487084, March 12, 2028

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

The undersigned, as an authorized officer of the consultant identified below (the "**Consultant**"), 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 Consultant in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Consultant and the County on or about the date hereof, whereby the Consultant 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 Consultant, 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 Consultant or subcontractor. The Consultant acknowledges and agrees that (i) the County and the Consultant may not enter into the Contract, and the Consultant 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 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 subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of 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 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 the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 8 day of October, 2025.

ATTEST:

By: Pamela Rodriguez

PRINTED NAME: Pamela Rodriguez

Its: Sr. Marketing Coordinator

CONSULTANT:

By:

PRINTED NAME: Ron Cauthan, PE

Its: VP Civil Engineering

Exhibit B

DCCM/Central Florida & Tennessee HOURLY BILL RATE SCHEDULE

Job Classification	Hourly Rate
Principal/Program Manager	$300
Senior Consultant	$280
Department Director	$245
Sr Project Manager	$250
Sr Project Engineer/Professional	$220
Project Manager	$210
Project Engineer/Professional	$190
Assistant Project Manager	$165
Engineer / Professional IV	$165
Engineer / Professional III	$155
Engineer / Professional II	$145
Engineer / Professional I	$130
GIS Database Manager/Programmer	$180
GIS Analyst	$155
Project Coordinator II	$130
Project Coordinator I	$110
Intern	$100

Exhibit B Continued

DCCM/Central Florida & Tennessee HOURLY BILL RATE SCHEDULE

Job Classification	Hourly Rate
CAD Manager	$200
Sr CAD Designer	$150
CAD Designer	$120
Regional Survey Director	$240
Sr Project Manager (Survey)	$200
Project Manager (Survey)	$180
Assistant Project Manager (Survey)	$140
Survey Technician	$130
3 Man Survey Crew	$255
2 Man Survey Crew	$205
1 Man Survey Crew	$150

Construction Services	Hourly Rate
Sr Project Manager (Survey)	$200
Assistant Project Manager	$125
2 Man Survey Crew	$185
Sr Construction Representative	$150
Construction Representative	$135

Fran McAskill
Director
Procurement Division



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

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1.	Subcontractor Services	Actual Costs
2.	Travel & Mileage Expenses	In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).
3.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs

MASTER CONSULTING AGREEMENT

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, Rummel, Klepper & Kahl, LLP dba RK&K (the "Consultant") a Maryland corporation located at 402 S. Kentucky Avenue, Suite #400, Lakeland, FL 33801 and whose Federal Employer Identification Number is: 520599112.

WHEREAS, the County Land Development Division works with engineers, surveyors, attorneys, planners, and the public to ensure that land is developed in accordance with the Polk County Land Development Code, Comprehensive Plan, and Utility Code. The Land Development Division, Engineering Section provides site design review services for private commercial and residential development projects, as well as activities within County rights-of-way. Additionally, staff provides site construction inspection services, floodplain management services, and survey reviews, which includes, meetings with property owners, developers, the Florida Department of Transportation (FDOT), city staff, and various regional and state agencies; and,

WHEREAS, County requires certain professional services in connection with staff augmentation services, which includes surveyors, inspectors, floodplain management and engineers on a temporary basis; and

WHEREAS, the County has solicited for these services via RFP 25-625, 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 **Term**

1.1 This Agreement shall take effect on the date of its execution by the County (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year time period, commencing

upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Services to Be Performed by Consultant**

2.1 Consultant shall perform the services as generally described in (i) the County's Request for Proposals RFP 25-625 to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 25-625") all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the "Services"). Such authorization will be referred to as a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO") and all provisions of this Agreement apply to the CSA/CPO with full force and effect as if appearing in full within each CSA/CPO. Each CSA/CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution.

2.2 The Consultant is not authorized to undertake any project without a duly executed CSA/CPO, which shall specify the work to be performed and the time to be completed. Consultant recognizes that the County may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

2.3 When the Consultant and the County enter into a CSA/CPO where the term of the CSA/CPO expires on a date that is later than the date that the Master Consulting Agreement (MCA) expires, the Consultant and the County agree that the terms of the MCA and any amendments, attachments or provisions thereof are automatically extended until the expiration (including any extension or amendment thereto) or full completion of the requirements of the CSA/CPO have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the CSA/CPO shall cause the terms of the MCA to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of the MCA. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of the MCA.

3.0 **Compensation**

3.1 General

3.1.1 County shall pay Consultant in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.2 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to the Master Consulting Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for CSA's/CPO's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual CSA/CPO.

3.1.4 In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as Exhibit "B". The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.5 Invoices must reference the applicable CSA/CPO number, using an invoice form approved by the County Auditor.

3.1.6 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

Polk County Land Development Division
330 W. Church Street, Bartow, FL 33830
Attention: Director

3.1.7 In order for both parties herein to close their books and records, 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.

3.1.8 Payment of the final invoice shall not constitute evidence of the County's acceptance of the work

3.1.9 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by County and, if so requested, shall be furnished by Consultant to County Auditor's satisfaction.

3.1.10 By submission of an invoice, the project manager or designated payroll officer is deemed to be attesting to the correctness and accuracy of time charges and requested reimbursements.

3.1.11 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.2 Reimbursable

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement per the negotiated CPO or CSA shall be reimbursed in accordance with the County's Reimbursable Schedule, Exhibit "C", and 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 Scope of Work described in this Agreement, CSA, or CPO.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable CSA or CPO, and include:

Sub-Consultant

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel only (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Land Development Division offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

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

4.0 **Insurance**

4.1 General Provisions

4.1.1 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 coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect 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.

4.1.2 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 Commercial General Liability and Worker's Compensation Liability policies shall contain a waiver of subrogation in favor of Polk 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.

4.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the County.

4.1.4 If there is any failure by the Consultant to comply with the provisions of

this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance.

4.1.5 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.

4.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All Consultants' subconsultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants 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 subconsultants' insurance coverage.

4.1.9 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.

4.2 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.

4.3 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:

4.3.1 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.

4.3.2 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)

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. $2,000,000.00 for design errors and omissions, inclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CSA or CPO for the project.

4.7 Worker's Compensation. The Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 **Standard of Care**

5.1 Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 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.

5.3 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.

5.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 **Indemnification**

6.1 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, County and Consultant agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold 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, attorney's 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, its 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.

6.2.2 County 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.

6.2.3 Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

6.3 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 Agreement shall survive as if the Agreement were in full force and effect.

7.0 **Independent Contractor**

7.1 Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 County shall have no right to supervise the methods used, but County shall have the right to observe such performance.

7.3 Consultant shall work closely with County in performing Services under this Agreement.

7.4 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.

7.5 Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 **Authority to Practice**

8.1 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.

9.0 **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 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 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 CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLKFL.GOV

10.0 **Compliance with Laws**

10.1 In performance of the Services, 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.

11.0 **Subcontracting**

11.1 The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

11.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a Subcontractor to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

12.0 **Federal and State Taxes**

12.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to 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.

13.0 **Public Entity Crimes**

13.1 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.

14.0 **County's Responsibilities**

14.1 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.

15.0 **Termination of Agreement**

15.1 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.

15.2 This Agreement may be terminated by the County with or without cause immediately upon written notice to the Consultant.

15.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination.

15.4 After receipt of a Termination Notice, as described in this Article 15.0, and except as otherwise directed by the County, the Consultant shall:

15.4.1 Stop work on the date and to the extent specified.

15.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

15.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

15.4.4 Continue and complete all parts of the work that have not been terminated.

16.0 **Uncontrollable Forces (Force Majeure)**

16.1 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.

17.0 **Governing Law and Venue**

17.1 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. Each party shall be responsible for its own attorneys' fee and other legal costs and expenses.

18.0 **Non-Discrimination**

18.1 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.

19.0 **Waiver**

19.1 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. 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.

20.0 **Severability**

20.1 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.

20.2 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.

20.3 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.

20.4 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.

21.0 **Entirety of Agreement**

21.1 The County and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

21.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and Consultant pertaining to the Services, whether written or oral.

21.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

22.0 **Modification**

22.1 This Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 **Successors and Assigns**

23.1 County and Consultant each binds itself and its partners, successors, permitted assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, permitted assigns, and legal representatives of such other party.

23.2 Consultant shall not assign this Agreement without the express written approval of the County by executed amendment, which approval may be withheld in the County's sole discretion.

23.3 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.

24.0 **Contingent Fees**

24.1 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.

25.0 **Truth-In-Negotiation Certificate**

25.1 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 Effective Date of this Agreement.

25.2 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.

26.0 **Ownership of Documents**

26.1 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, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. 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 Consultant.

27.0 **Access and Audits**

27.1 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.

27.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the Polk County Board of County Commissioners 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.

27.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

27.4 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.

28.0 **Notice**

28.1 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 Land Development Division
330 West Church Street
Bartow, FL 33830
Attention: Director

As to Consultant: Rummel, Klepper & Kahl, LLP dba RK&K
402 S. Kentucky Avenue, Suite #400
Lakeland, FL 33801
Attention: Josh Carter, PE

28.2 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. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions 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.

28.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

29.0 **Service of Process**

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant: Rummel, Klepper & Kahl, LLP dba RK&K
402 S. Kentucky Avenue, Suite #400
Lakeland, FL 33801

Attention: Josh Carter, PE

30.0 **Contract Administration**

30.1 Services of Consultant shall be under the general direction of the Land Development Division Director, or their successor, who shall act as the County's representative during the term of this Agreement.

31.0 **Key Personnel**

31.1 Consultant shall notify 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 changes. Consultant at 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. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Miriam Kronisch, PE, CCM

Name: Josh Carter, PE

Name: Jason Lyle, PE

Name: Joe Baan, PE

Name: Odelkys Cobb, PE

Name: Liz Lorello, PE

32.0. **Annual Appropriations**

32.1 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.

33.0 **Liquidated Damages**

33.1 The parties hereto agree that liquidated damages, in the amount specified in the applicable

CSA/CPO, will be assessed against the Consultant for Consultant's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to Consultant's fault in causing the delay as compared to other causes, and to the extent the Consultant is not delayed by reasons beyond Consultant's reasonable control.

34.0 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.

35.0 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.

36.0 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).

37. No Construction Against Drafter

37.1 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.

38. 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 THE PAGE LEFT INTENTIONALLY BLANK)

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

ATTEST:

STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

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

Date Signed by County:_____

Review as to form and legal sufficiency

5/15/20
County Attorney's Office Date

ATTEST:

By:_____
Corporate Secretary

_____
[Print Name]

DATE:_____

Rummel, Klepper & Kahl, LLP dba RK&K
a Maryland corporation

By:_____

_____
[Print Name]

_____
[Title]

DATE:_____

SEAL

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-625, Engineering Staff Augmentation Services for Land Development

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 BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 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)

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I currently serve as an officer or representative of the Nongovernmental Entity.

3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____(Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

_____

NONGOVERNMENTAL ENTITY

_____

SIGNATURE

_____

PRINT NAME

_____

TITLE

_____

DATE

Exhibit Ai

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from firms that are interested in providing professional services of surveyors, inspectors, floodplain management and engineering on a temporary basis to support the operational needs of the Land Development Division, 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: 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

Receiving Period: Prior to 2:00 p.m., Wednesday, October 8, 2025

Bid Opening: Wednesday, October 8, 2025, at 2:00 p.m. or as soon as possible thereafter..

Special Instructions: A **NON-MANDATORY** pre-proposal meeting will be held Tuesday, September 16, 2025, 2:00 p.m. at the Polk County Administration building, Procurement Conference Room 150 (1st Floor) located at 330 W. Church St, Bartow, FL 33830. Those attending via video conference will be added to the sign-in sheet by the Procurement office during the video conference. The Zoom Meeting ID: 876 0813 0810.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at tabathashirah@polk-county.net. All questions must be received by Wednesday, September 24, 2025, 5:00 p.m.

Bid Opening: Proposers may 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.

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 Polk County Procurement Division as soon as possible. It is the firm's responsibility to verify if any addenda have been issued.

RFP Number: 25-625

RFP Title: Staff Augmentation Services for Engineers, Surveyors, Inspectors, and Flood Plain Management (CCNA)

This form is for RFP registration. Please scroll down for additional information.

This form is for proposal 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 #25-625 Engineering Staff Augmentation Services for Land Development Request for Professional Services" 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	25-625
RFP Title	Staff Augmentation Services for Engineers, Surveyors, Inspectors, and Flood Plain Management (CCNA)
Due Date/Time:	October 8, 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 25-625 Tab 1"

"RFP 25-625 Tab 2"

"RFP 25-625 Tab 3"

"RFP 25-625 Tab 4"

"RFP 25-625 Tab 5"

"RFP 25-625 Tab 6"

"RFP 25-625 Tab 7"

"RFP 25-625 Submittal Documents"

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 # 25-625

Staff Augmentation Services for Engineers, Surveyors, Inspectors, and Flood Plain Management (CCNA)

Sealed proposals will be received in the Procurement Division, **Wednesday, October 8, 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. All questions must be received by September 24, 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 Proposal 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 service of firm(s) to pv.

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.

All personnel assigned to the work shall be fully qualified and licensed as necessary.

It is the intent of the County to select and negotiate a Master Consulting Agreement with one (1) or more firm(s). The County may employ several different consultants to perform the work described. No consultant shall be employed as the exclusive consultant. Consultants will be chosen based upon the expertise and experience listed as pertains to the work described. Selection of a qualified firm under this RFP is not a guarantee of work.

The County will negotiate a fee schedule 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.

The Successful Proposer must register in our Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a firm until they have registered. You may register by going to the following link: https://www.polk-county.net/business/procurement/vendor-information/. It is the responsibility of all firms to update their firm information. Only registered firms will receive notifications of future RFP's.

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

BACKGROUND, PURPOSE AND SCOPE

Background & Purpose:

The Land Development division works with engineers, surveyors, attorneys, planners and the public to ensure land is developed in accordance with the Polk County Land Development Code, Comprehensive Plan, and Utility Code. As part of the Land Development Division, the County Engineering Section's staff provides site design review services for private commercial and residential development projects, as well as activities within County rights-of-way. Staff also provide site construction inspection services, floodplain management services, and surveying review. Staff members coordinate meetings with property owners, developers, the Florida Department of

Transportation (FDOT), city staff, regional and state agencies. The goal is to ensure safe portals and best management practices consistent with Polk County policy.

Polk County has been experiencing significant population growth and rapid development and urbanization. As a result of this growth and demand the County requires temporary staff to assist Land Development staff with these roles.

The purpose of this proposal is to establish an hourly billing rate for the job classifications described below. The obligation of the County will be solely to compensate the Firm(s) for the number of hours provided in accordance with the fee schedule negotiated with the awarded firm(s). The fee schedule for each job classification shall be inclusive of all costs including but not limited to, overhead, profit, mileage, background checks, screenings, etc., there will be no reimbursables.

SCOPE OF SERVICES

The scope of services shall include, but will not be limited to the following types of work:

SURVEYORS

The scope of services shall include, but not be limited to, review of subdivision plats, site plan boundary review, survey field work, photogrammetric surveys, light detection and ranging (LiDAR) surveys, boundary surveys, right of way map preparation, survey drafting (including all software necessary to produce required plans, documents, etc.), design surveys, writing of legal descriptions and recording of easements, easements and right-of-way, parcel and plat research, easement sketches, easement staking, easement encroachments, "as built" surveys and topographic surveys, aerial topographic survey (survey approximating the contour of the land), surveying and mapping, ordinary high water line, bathymetric survey, volumetric calculations, ground based surveying, and GPS support services, sovereign boundaries, Federal Emergency Management Agency (FEMA) flood zone boundaries. These services may also be used by any division within the County and, may be required to meet Southwest Florida Water Management District (SWFWMD), South Florida Water Management District (SFWMD), Florida Department of Transportation (FDOT), US Army Corps of Engineers, or Florida Department of Environmental Protection (FDEP) survey protocol, along with having the survey to be certified to that agency, in addition to the County.

The services will support a number of projects including, but not limited to; wetland delineation for state and federal agencies, wetland mitigation design and permitting, design and permitting of infrastructures including stormwater management, roads, land reclamation, construction management, borrow site development, geotechnical and hydrogeological services, title searches, wetland delineation, jurisdictional wetland delineation, endangered species survey, environmental sciences, environmental right-of-way, geotechnical, historical, archaeological, wetland and hazardous material operations.

The information gathered in these types of services may need to be mapped and certified.

Surveyors' Specifications

1. Plat and Plan Review - Review both commercial and public subdivision plats for conformance with FSS chapter 177- "The making of plats". Assist Land Development division by reviewing submitted documents to ensure compliance with both State and County standards. Written comments are to be provided within appropriate review times as determined by Polk County Land Development Code.

2. Topographic services in paper and electronic format - Work must be rectified and meet the State of Florida surveying requirements for topographic maps. Work must be completed under the supervision of a Professional Surveyor and Mapper (PSM) licensed in the State of Florida.

3. Volumetric Calculations – Complete volumetric calculations of material stockpiles, borrow material, and in place earthmoving to support annual reports and construction administration. Provide hydrographic and bathymetric survey data to support volumetric calculations involving areas of standing and flowing water of variable depth. Work must be completed under the supervision of a PSM licensed in the State of Florida.

4. Deliverables may include, but are not limited to; sealed, certified copies of the final survey, certified to County Divisions, AutoCAD drawing file of the completed survey in digital format in current version of AutoCAD, ArcMap drawing of completed survey in digital format(i.e. Shape file & Digital Elevation Model), all supporting documentation and computations organized and annotated to allow review of adjustments and conclusions. This data should be printed or scanned into PDF format, digital copy of all data (drawing file, Adobe PDF file, custom font, line types, plot styles, color tables), ASCII text file of the DEM points, (N,E,Z), with an accompanying surveyor's report and files need to be in a format accessible directly into GIS without any conversion steps (i.e. polyline shapefile), Final report shall be certified and sealed, dated, and signed by a Professional Florida Licensed Surveyor and Mapper, Data deliverables shall be made available to client in electronic format. The report should be Adobe PDF format and the DEM an ASCII text file and files need to be in format accessible directly into GIS without any conversion steps (i.e. polyline shapefile). Files shall be sent by email or ftp download, or on a flash drive, CD or DVD of the data.

5. All Surveying and Mapping will be performed per "The Florida Standards of Practice for Surveying and Mapping" and signed and sealed by a Florida Licensed Surveyor and Mapper.

6. Consultant shall establish horizontal and vertical control(s) for the site/project.

7. Consultant shall establish LiDAR check points for calibration.

8. Horizontal datum will be NAD 1983 Florida West zone state plane coordinates (latitude/longitude), U.S. survey feet and the vertical datum will be NAVD 88, U.S. survey feet, unless client specifies otherwise in writing.

9. Topography acquired by remote sensing methodology will be produced per the "ASPRS Positional Accuracy Standards for Digital Geospatial Data".

10. Create a digital elevation model (DEM) from Airborne LiDAR data. The DEM density will be based on project specific needs.

INSPECTORS

As part of the Land Development Division, the County Engineering Section's inspection staff provides site construction inspection services for private commercial and residential development projects, as well as activities within County rights-of-way. Staff members coordinate pre-construction meetings with engineers and contractors. During construction, Land Development inspection staff work in the field to ensure that projects are constructed in accordance with approved plans, Land Development Code and Polk County Utilities Standards and Specifications Manual. Occasionally the County requires temporary staff to assist Land Development with field inspections.

Land Development Inspectors will perform utility (water, wastewater, reclaimed water), roadway, pavement, culvert, drainage system, and related site development construction inspections to ensure compliance with the approved construction plans, specifications, and related permits.

The scope of services shall include, but not be limited, the following duties to be performed:

1. Interpret design plans and specifications.

2. Observe construction activity and inspect workmanship, materials, and techniques to ensure compliance.

3. Inspection of installation of underground utility lines.

4. Oversight and inspection of backfill and compaction work.

5. Inspection of storm sewer and surface water management facilities.

6. Site grading, soil stabilization/erosion prevention.

7. Ensure proper pavement construction including depths, materials, installation, mix and temperature testing for asphalt pavements.

8. Verifies material quantities and product types.

9. Inspection of lift station construction.

10. Inspect installation of signage and traffic control devices.

11. Makes record of project progress.

12. Interacts with contractors, consultants, and other related parties.

13. Identifies project issues and coordinates with County Engineer staff regarding resolutions.

14. Makes recommendations to County Engineer regarding final release of projects at completion of construction.

FLOODPLAIN MANAGEMENT

As part of the Land Development Division, the County Floodplain Management Section's staff provides a range of services necessary for ensuring compliance with the National Flood Insurance Program (NFIP) and the Florida Building Code, as well as maintaining activities and records for participation in the Community Rating System (CRS). Staff members coordinate with property owners, developers, county emergency management, the Florida Division of Emergency Management, the Federal Emergency Management Agency (FEMA) and other community staff, as well as a range of regional and state agencies.

The scope of services of the floodplain management activities may include but are not limited to the following duties:

1. Assist in the coordination of the County's Floodplain Management Program, ensuring that the County meets FEMA's minimum NFIP participation requirements.

2. Provide technical information and assistance to the Building Official and other County staff in the interpretation and application of floodplain management requirements.

3. Assist in coordination of the County's FEMA Community Rating System (CRS) Program.

4. Assist in the application of the County's floodplain ordinance, regulations, policies, and procedures, and inspection processes as related to floodplain management.

5. Promote public awareness of the County's Floodplain Management Program through attending community meetings, including the Board of County Commissioners, Planning Commission, Code Enforcement, and Special Magistrate; or conducting public outreach.

6. Conduct site visits, respond to specific complaints, and document observations related to floodplain management enquiries.

7. Assist in mediating floodplain management related complaints.

8. Explain floodplain development requirements to community leaders, citizens, and the general public.

9. Maintain records and documents that keep the County a participant in FEMA's NFIP and CRS programs.

10. Maintain the Community Floodplain Management Reference Library.

11. Provide assistance to FEMA and State Floodplain Management Office representatives during Community Assistance Visits (CAV) and Community Rating System (CRS) Program reviews.

12. Monitor, coordinate, and collaborate with other federal and state Floodplain Management programs.

13. Appear as a witness involving floodplain violations.

14. Assist in coordination of disaster response and recovery efforts.

15. Assist in coordination of hazard mitigation grants.

16. Performs other related job duties as assigned.

ENGINEERING SERVICES

As part of the Land Development Division, the County Engineering Section's staff provides site design review services for private commercial and residential development projects, as well as activities within County rights-of-way. Staff members coordinate pre-design meetings with property owners, developers, the Florida Department of Transportation (FDOT), city staff, regional and state agencies. The goal is to ensure safe portals and best management practices consistent with Polk County policy.

The scope of services of the Engineering services may include but are not limited to the following duties:

1. Provide comprehensive review of land development projects to ensure compliance with the Polk County Land Development Code, Polk County Utility Code, and other applicable design standards. This may include stormwater design review, transportation system design review, traffic study analysis, subdivision design review, water/wastewater system design review, planning/zoning review, landscape design review, flood plain management, wetland/natural resource impacts, or any other component of Land Development review.

2. Provide technical information and assistance to the Utility or Roads and Drainage Divisions as it relates to Land Development projects.

3. Oversee and provide project management services for Land Development related improvement projects to public infrastructure.

4. Provide technical information and assistance to the Building Official and other County staff in the interpretation and application of Land Development Code requirements.

5. Assist in the application of the County's floodplain ordinance, regulations, policies, and procedures, and inspection processes related to floodplain management.

6. Review and evaluate impacts on natural resources such as wetlands. May include site visits for delineation and functionality review, interagency coordination, and compliance review.

7. Conduct site visits, respond to specific complaints, and document observations related to land development enquiries.

8. Assist in mediating land development related complaints.

9. Meet with and explain land development requirements to community leaders, citizens, and the general public.

10. Appear as a witness involving floodplain violations.

11. Assist in coordination of disaster response and recovery efforts.

12. Assist in coordination of hazard mitigation grants.

13. Performs other related job duties as assigned.

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in the agreement will be assigned during the term of the agreement. Further, the Consultant is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff.

SPECIFICATIONS

1. Regular work hours will be performed Monday through Friday excluding County holidays. Official operating hours (in most cases) will be 8:00 a.m. to 5:00 p.m. for most positions or 7:00 a.m. to 4:00 p.m. for inspector staff, with a one-hour break for lunch. The User Division requesting the staff will determine the number of hours worked daily, the length of time the staff is required, and the total number of staff required. The County will only pay for hours worked; the County will not pay holiday pay.

The following is a listing of those holidays:

a. New Year's Day

b. Martin Luther King Jr., Day

c. Memorial Day

d. Independence Day

e. Labor Day

f. Veteran's Day

g. Thanksgiving Day and the day after

h. Christmas Eve and Christmas Day (unless otherwise directed by the Board of County Commissioners)

2. Firm(s) shall provide certification verification to the County Engineer or designee prior to start of employment of all temps.

3. Staff shall report to work equipped with a cell phone and computer. The County will not provide communications equipment or reimburse for equipment usage. All costs shall be included in the billing rate.

4. Staff may be required to report to work at the County Administration Building, Office of Land Development, 330 W Church Street, 2nd Floor, Bartow, FL, or a future construction site located within Polk County.

5. Firm(s) shall be responsible for providing necessary and adequate transportation for staff. The County will not provide vehicles. Mileage will not be reimbursed. All costs shall be included in the billing rate.

6. Staff may be asked to work remotely or from a location collectively decided upon between the firm(s) and county staff. Travel time to and from the designated reporting location will not be paid. The designated reporting location is subject to change.

7. The County reserves the right to keep the staff engaged for as long as the need continues.

8. If the County determines the staff sent to any job site is/are not qualified to do the required work within the first four (4) hours after reporting to work, the County will dismiss the staff and notify the Firm at no cost to the County.

9. Staff will be dismissed from their assignment at the sole discretion of the County Engineer or designee for the use of alcohol or controlled substances while on duty, using profanity or being verbally abusive, disobedience of reasonable directions given by the County's personnel, violation of safety rules and regulations and misuse of the County's property.

10. Any work products such as reports, drawings or charts or other intellectual property that are produced by staff as part of the services provided shall be the sole property of the County. All reports, correspondence and any other information is subject to the Florida Public Records Law.

11. Protection of County Information – Due to the sensitive nature of the information maintained by the County, the Firm(s) or any of their employees shall not disclose or release in any manner, any and all information the County deems private, privileged or confidential transmitted/handled during the performance of the contract service. At no time shall any information be disclosed without the County's prior written consent.

12. Time sheets must detail out the time worked with a deduction for lunch. The County will pay only in 15-minute increments, not less. If time is not posted on the quarter hour, it will be rounded up or down to the nearest quarter hour. If the time falls under seven (7) minutes of the quarter hour, it will be rounded down; if it is seven (7) minutes or more of the quarter hour, it will be rounded up. Time sheets must accompany all invoices and be billed at the negotiated billing rates.

13. Firms must possess the capability of providing background checks for any staff requested by the County.

14. The firm will be responsible for performing and verifying all background checks before a Temp can be provided to the County.

15. The County will request confirmation of such background checks/screening and the documented results. The County may request additional background or other checks including criminal background checks and fingerprinting of all staff being provided. The Firm shall not be required to re-screen existing staff assigned to a project. Background checks will be provided to the Human Resources office and shall include but not limited to the following:

    a. Pre-employment drug screening

    b. Authorization to work in the United States

    c. Statewide criminal check (going back at least 10 years)

    d. Nationwide criminal check/discovery (checks state criminal records and sexual predator databases for all states)

    e. Motor Vehicle/Driving Record

16. Staff must notify the Land Development Representative immediately if the assignment given to them is a conflict of interest. A conflict of interest includes, but is not limited to, the project being inspected, or plans being reviewed is being developed, designed, and/or constructed by the staff's employer, family member, or will result in a direct/indirect financial gain or any other type of gain to the Temp, a family member, and/or employer.

AGREEMENT

The Master Consulting Agreement will be for five (5) years unless otherwise terminated in accordance with the master service agreement.

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
f) Provide a list of the trades you are proposing to provide staff augmentation for. (Proposers should be able to provide staff for a minimum of two trades)

Tab 2 Approach to the Project (35 points)
(Maximum of four (4) pages)

a) Describe the specific abilities of the firm/ personnel to be assigned to these services in regard to this approach. Include any additional information not directly cited in the scope of services.
b) Describe in detail the components of how your firm proposes to manage assigned project(s), based upon the scope of services. Please identify the services your firm provides which make you qualified to perform the required services.
c) Describe how the firm plans to maintain the project team and manage the project team members' time in order to ensure sufficient time to complete a project.
d) Describe the firm's Quality Assurance and Quality Control program as it pertains to engineering services.

Tab 3 Experience, Expertise, Personnel and Technical Resources (40 points)

- Provide four (4) projects in which the proposer has performed within the past five (5) years as the prime proposer, which best illustrate the experience of the firm and current staff as related to the desired professional services. Proposers should provide a minimum of (1) one project for (2) two of the (4) four types of trades (surveyor, inspector, flood plain management and engineer) and one of the projects identified should be projects performed for public entities. (Maximum of one (1) page only 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, if completed provide the actual completion date;
e) The nature of the firm's responsibility on the project;
f) List of change orders, including dollar amount, which were the result of unforeseen circumstances or design errors/oversights; and
g) List of any time extensions created by item "f" above.

- Provide an organizational chart of the team highlighting the key individuals who will work on this contract.
- Provide brief resumes of the firm's key personnel to be assigned to the master service agreement including the trade they will be augmenting, 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?
- Identify any sub-consultants that may be involved throughout the duration of the agreement. For each sub consultant identified please provide:
  - 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' or sub-consultant's 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.
- 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 firms. To that end we encourage all of our prime and professional services firms to utilize W/MBE firms 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 Interactions with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, water use permitting, consent orders, consultation, governing regulations; and other related activities. Describe the firm's ability to work with Land Development or other Division staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies, including, but not limited to SWFWMD, FDEP, FDOT, SFWMD, FEMA, US Army Corps and local municipalities if applicable. (Limit response to one (1) page)

Tab 7 Surveys of Past Performance (10 Points)

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

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 7) 10 points

  Subtotal Points: 20 points

  by the process stated under each corresponding Tab description as set forth on Pages 16-19.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:
  - Approach to the Project (Tab 2) 35 points
  - Experience, Expertise, Personnel & Technical Resources (Tab 3) 40 points

- Interaction w/ County &
- Regulatory Agencies (Tab 6) 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.

2) 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.
3) A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.
4) 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.
5) 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.
6) 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 must 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 must 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 are 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 authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer(s). After Board approval to authorize staff to negotiate a contract, said Proposer(s) will then be elevated to Elevation Level 4 for 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(s). Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer(s) 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(s) are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer(s) 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(s).

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 $100,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by

the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Consultants; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles and shall be primary to any other available insurance.

Professional Liability Insurance. $2,000,000 to include, but not limited to, design, surveys, and engineering errors and omissions, inclusive of defense costs. The 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 proposing 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
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 one hundred and twenty (120) 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 the proposal with their submittal, or must provide within thirty (30) days from the Proposal due date.

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 Proposal 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 consultant 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 consultant or subcontractor. 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 subcontractors to provide an affidavit attesting that the subcontractor 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 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 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.

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 Firm Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Firm's social, political, or ideological interests when determining if the Firm is a responsible firm; or (ii) give preference to a Firm based on the Firm'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 Firm hereby certifies to the County that the Firm is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Firm engaged in a boycott of Israel, nor was the Firm on such List or engaged in such a boycott at the time it submitted its proposal, 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 Firm further certifies to the County as follows:
      a) the Firm is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
      b) the Firm 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 Firm is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
      d) the Firm 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 Firm hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Firm 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 Firm 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 Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ii. The Firm 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 Firm 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 proposers and submitted with their proposal 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 proposal 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 firm must complete and submit this form prior to award. The Successful firm 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 (Professional Services for Hillsborough County Land Development), Etc.
COST OF SERVICES	Cost of services ($20,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2020)

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 7
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 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Firm 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

SOLICITATION NO.: RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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 BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 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: 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

The undersigned, as an authorized officer of the consultant identified below (the "**Consultant**"), 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 Consultant in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Consultant and the County on or about the date hereof, whereby the Consultant 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 Consultant, 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 Consultant or subcontractor. The Consultant acknowledges and agrees that (i) the County and the Consultant may not enter into the Contract, and the Consultant 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 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 subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of 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 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 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:

By: _____
PRINTED NAME: _____
Its: _____

CONSULTANT:

By: _____
PRINTED NAME: _____
Its: _____

September 17, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. 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 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

Addendum #1

Question 1: 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 1: 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 2: Can firms provide staff to cover all trades even if we're not submitting on all trades?

Answer 2: Firms are only required to submit resumes for staff or subconsultants for the trades they are proposing to perform. Evaluation and selection will be based solely on the experience submitted in the proposal. Trades for which a firm does not submit experience will not be considered for staff augmentation services.

October 2, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. 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: _____

Q1: Could you confirm the process for submitting the Cost Tab? The RFP refers to uploading it as an Excel file, but I would like to verify if there are any additional content instructions or formatting requirements?

A1: Not applicable, there is no Cost Tab for this RFP. RFP Package, page 4 states *"Please only upload your documents as a PDF or Excel file for the Cost Tab,* ***if applicable."***

Q2: Who does Polk County recognize as an approved criminal background checks/fingerprinting, and drug screening company for completing Specifications Item 15? Does such company only need to be approved by the State of Florida or does Polk County have an approved list of companies for these services?

A2: The Proposer must have the capability to conduct background checks; however, the County does not require the Proposer to use an approved vendor list.

October 3, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. 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: _____

Q1: As currently worded, we believe that the indemnity provision located on page 25 of your RFP is not in compliance with FL Statute 725.08 and is unenforceable. Would the County consider rewording same to conform with the statute? Suggested language per FL Statute 725.08: "*The design professional shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.*"

A1: The RFP indemnity language will remain unchanged at this time. Minor adjustments may be made to the indemnity language during negotiations with the elevated consultants.

EXHIBIT A-ii

Tab 1 Executive Summary



a)	Name	Josh Carter, PE
	Company Name	Rummel, Klepper & Kahl, LLP d/b/a RK&K
	Address Line 1	402 S. Kentucky Avenue, Suite #400
	Address Line 2	Lakeland, FL 33801
	Telephone Number	(863) 370-9682
	Email Address	jcarter@rkk.com
b)	Number of years in business	102 years
c)	Number of full-time employees	1,931

INTRODUCTION OF THE FIRM

Since our founding in 1923, **Rummel, Klepper & Kahl, LLP (RK&K)** has provided multi-discipline planning, engineering, environmental, and construction phase services to a wide range of public and private clients. Headquartered in Baltimore, MD, we offer responsive people and creative solutions to a variety of projects from more than 38 offices strategically located throughout the United States.

Legally known as Rummel, Klepper & Kahl, LLP d/b/a RK&K, RK&K is a Maryland-based limited liability partnership owned equally by six partners and managed by executive directors, directors, and managers who coordinate and oversee projects and staff, serve as liaisons with clients and subconsultants, and enhance projects with their vital technical expertise. The firm was originally founded in Baltimore, MD, in 1923 and remains headquartered there today. Since its humble beginnings as a two-engineer firm operating out of a Baltimore townhome, RK&K has always been dedicated to the concept of collaborative teamwork, professional excellence, and unsurpassed quality and service for the client.

RK&K's technical expertise consistently results in award-winning projects and places us at #76 on Engineering News-Record's 2025 listing of the Top 500 Design Firms. Our more than 1,900+ staff members collaborate with clients and teaming partners to achieve project goals while ensuring a commitment to quality. To our clients, RK&K delivers concepts, processes, and outcomes that are designed for success. RK&K has earned its reputation as a trusted partner, responsive employer, and community steward.

CONTRACT MANAGEMENT

Our CEI team will be led by Contract Manager, Josh Carter, PE. Josh brings 23 years of construction management experience and is extremely familiar with all elements of the scope of services. He is a former FDOT District Four employee and participated in the Professional Engineer Training Program. He has managed construction projects varying in size from $1M to $270M, including a wide variety of project elements. As a Polk County resident since 2007, Josh is extremely familiar with the needs of Polk County and its residents. As Prime, RK&K is currently providing inspection services for the Polk County Land Development Division with Josh as the project manager.

With his knowledge and experience, Josh will lead our team to ensure RK&K is a seamless extension of Polk County and exceeds the County's expectations during the life of this contract.

RESPONSIBLE OFFICE LOCATION

The primary office responsible for servicing Polk County throughout the lifetime of the contract will be RK&K's local office at 402 S. Kentucky Avenue, Suite 400, Lakeland, FL 33801, with additional nearby staff and offices in Orlando and Tampa. Being established in Lakeland for over a decade, RK&K is an invested member of the community.

TRADES

The RK&K Team will be providing staff for all four trades - ***Surveyors, Inspectors, Floodplain Management,*** and ***Engineering Services.*** Artemis Consulting Collective, Inc. (Artemis) will be providing support for Floodplain Management. ELEMENT Engineering Group, LLC (ELEMENT) will be providing Surveyor services as well as supporting for Engineering Services. Four Waters Engineering, Inc. (4Waters) will be providing support for Floodplain Management (Floodplain). Madrid Engineering Group, Inc. d/b/a Madrid CPWG (Madrid) will be providing inspections support and Miller, Legg & Associates, Inc. (Miller Legg) will be providing support for Engineering Services.

COMMITMENT

As a local firm with projects throughout the region, RK&K has many employees who live, work, and play in Polk County. Josh will serve as the County's point of contact for the contract duration and will be responsible for quality assurance, claims management, contract changes, and maintaining strong team communication throughout the project. Supporting Josh is a team of qualified, responsive professionals within Polk County and Central Florida who will provide superior service on this contract to ensure each project is of high-quality, completed on time, and delivered within budget.

RK&K is ready to offer a fresh and innovative perspective to support Polk County's need for Engineering, Inspection, Survey, and Floodplain Management. Our integrated contract offers Polk County Land Development a streamlined, one-stop contract solution—enhancing efficiency, accountability, and responsiveness. We have many years of engineering and inspection experience working for clients within and around Polk County, including the City of Lakeland, FDOT District One, Central Florida Expressway Authority (CFX), and Florida's Turnpike Enterprise (FTE). In addition, RK&K has a proven track record working with these subconsultants and team members to deliver successful projects. We believe our creative solutions, collaborative relationships, and availability set us apart, making the RK&K Team the ideal choice for this contract.

We look forward to continue serving Polk County Land Development on this important contract.



D) INCORPORATION BY SECRETARY OF STATE DOCUMENTATION

State of Florida

Department of State

I certify from the records of this office that RUMMEL, KLEPPER & KAHL, LLP is a Maryland Limited Liability Partnership, filed on February 13, 2004.

The document number of this registration is LLP060000109.

I further certify that the status of said limited liability partnership is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixteenth day of May, 2025

Cord Byrd
Secretary of State

CR2E022 (01-11)

E) COPY OF FIRM'S CERTIFICATION FROM THE STATE OF FLORIDA

Licensee

Name:	**RUMMEL, KLEPPER & KAHL, LLP**	License Number:	**26879**
Rank:	**Registry**	License Expiration Date:	
Primary Status:	**Current**	Original License Date:	**03/27/2006**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
84617	Current, Active	KRONISCH, MIRIAM FLO	Registry		Professional Engineer	02/28/2027

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

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

KRONISCH, MIRIAM FLO

12600 FAIR LAKES CIRCLE
SUITE 300
FAIRFAX VA 22033

LICENSE NUMBER: PE84617

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com

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.

F) LIST OF TRADES FIRM IS PROPOSING ON

1) Surveyors

2) Inspectors

3) Floodplain Management

4) Engineering Services

Tab 2 Approach to the Project

PROJECT UNDERSTANDING

Following our review of Polk County's Request for Proposal and our current inspection contract scope, we understand that the County's primary objective is to establish standardized rates and access to a diverse pool of vendors, offering services in Engineering, Inspection, Surveying, and Floodplain Management. These services are intended to supplement Polk County Land Development staff as needed.

Polk County has experienced rapid growth over the past five years, making it one of the fastest-growing counties in Florida. As private commercial and residential development continues, the demand for support across various disciplines may fluctuate based on permitting activity and project frequency. We recognize that the volume of work and staffing needs will vary throughout the 5-year contract term.

Successful execution of this 5-year contract will require close coordination with Polk County Land Development and multiple stakeholders, including property owners, developers, FDOT, and other relevant local agencies.

PROJECT MANAGEMENT

The project team will be led by Josh Carter, PE. Josh has the leadership skills, experience, and technical expertise necessary to effectively administer and support Polk County Land Development on this contract. Josh will be supported by QA/QC Manager, Jason Lyle, PE, RK&K's Director of Transportation for engineering, survey, and floodplain management services. RK&K will utilize internal resources along with our subconsultant partners, Artemis Consulting Collective Inc. (Artemis), ELEMENT Engineering Group, LLC (ELEMENT), Four Waters Engineering, Inc. (4Waters), Madrid Engineering Group, Inc. d/b/a Madrid CPWG (Madrid), and Miller, Legg & Associates, Inc. (Miller Legg) to provide the services as required.

PROJECT APPROACH

RK&K proposes an initial meeting with the Polk County Land Development team to confirm expectations and identify potential task assignments. Once details of a specific task are provided by the County and we have a thorough understanding of the project/task details, we will coordinate and collaborate with our team and partners to identify personnel that align with project needs and verify availability. During our initial task review, we will verify no conflict of interest exists. Upon completion of our review of resumes and preliminary budget, we will compile and submit them to Land Development for consideration. We will work with Polk County Land Development to develop an accurate budget and select the best personnel for the task.

RK&K has considerable experience as the Prime Consultant on task-based continuing contracts with many local agencies throughout Florida and all FDOT districts. We understand the importance of completing work on time and within budget, as well as accurately estimating costs. To control costs, we rely on regular and clear communication among the team to ensure all participants have a clear understanding of the project scope, schedule, and budget. Internal bi-weekly status meetings, face-to-face conversations, and monthly project reports keep team members updated on project progress and aware of any potential issues. Monthly task progress reports will accompany every invoice with a summary of budget status. Josh, respectively, will be primarily responsible for coordination with the County. If issues arise, Josh will inform the County immediately and offer solutions and recommendations.

Engineering Services

RK&K has extensive experience in design and study of transportation systems to support state, federal, local, and private sectors in the review of land development plans, stormwater management plans, and traffic studies. Our team has experience interfacing with the local county staff and elected officials to review engineered site plans. We understand local municipal codes and ordinances through our contracts with Polk County Roads and Drainage, FDOT District One, City of Lakeland, and City of Winter Haven. RK&K's established local relationship with developers, agencies, and contractors will help coordination efforts and ensure compliance with applicable standards and requirements.

The firm's experience in both rural and urban environments allows us to navigate complex design challenges effectively, maximizing space efficiency while maintaining high standards of safety and compliance. Through a meticulous plan review process, RK&K enhances project outcomes and fosters better communication and coordination with clients and regulatory bodies, ultimately leading to more successful project implementations.

RK&K will verify design and construction projects comply with established standards and regulations. In Florida, RK&K has a comprehensive process for conducting thorough plan reviews that prioritize public safety, fiscal responsibility, and technical accuracy. Our approach includes a detailed assessment of submittals for compliance with local ordinances and state regulations, ensuring all necessary documents—such as Stormwater Pollution Prevention Plans (SWPPP) and drainage reports—are included before commencing the review. RK&K emphasizes the importance of a completeness check at the outset to identify any missing components, which helps to avoid inefficiencies and additional costs for clients due to resubmissions. The review process is structured to capture all critical aspects of the design, including adherence to the latest specifications, constructability, and

maintenance considerations. For this contract, we will ensure that designs conform to the most up-to-date applicable County standards, and also minimize potential future maintenance costs. Our approach includes:

- **Project Staffing, Budget, and Schedule:** Once the project requirements are determined, appropriate staff resources will be identified to execute the scope. The budget for each task order will be based on labor hour estimates developed for the proposed tasks. For efficiency purposes, we will ensure the right reviewer is assigned for the appropriate level of task complexity. Review schedules will be compressed where possible to meet key milestones and schedule constraints.
- **Existing Data and Report Review:** RK&K will review existing plans, reports, and data. RK&K will work with the County to identify needed data.
- **Initial Site Investigation & Field Data Reconnaissance:** If needed, RK&K will perform a site visit to determine if there are any elements of the task not previously identified and to help define the scope and familiarize the team with site constraints.
- **Plans Reviews:** Engineering reviewers will be assigned based on discipline and level of seniority. Reviewers will coordinate with the County, EORs, and regulatory agencies as needed to resolve conflicts.
- **Project Completion:** The work plan will be implemented to include all preliminary and final design, permitting requirements, and bidding and construction phase services as appropriate. RK&K will work closely with the County's Land Development engineering and operations staff throughout project completion. Site visits, meetings, and workshops will be used for collaboration.
- **Permitting:** RK&K excels at regulatory coordination and permitting for projects of all scopes and sizes. Our team of Florida registered professional engineers, hydrogeologists, and scientists have extensive permitting experience throughout Florida successfully obtaining numerous permits. The proposed RK&K Team appreciates the importance of understanding permitting procedures and successfully navigating local and regional regulatory agency requirements. Our understanding comes from extensive permitting experience and awareness of Florida regulation revisions and potential future requirements. Our proposed team maintains strong relationships with countless regulatory agencies at the local, regional, state, and federal levels with understanding related to their governing criteria, policies, and regulations.

RK&K is currently working with Polk County Roads & Drainage Project Manager, Doug Gable, for plans review of the proposed designs along Dean Still Road/ North Ridge Trail/Waverly Barn Road and Holly Hill Road/Florida Development Road. Also, RK&K recently used this engineering design review approach for the City of Winter Haven's recently constructed Logistics Parkway Extension. Jason Lyle, PE, and Joe Baan, PE, provided phase submittal reviews of plans prepared by the City's design consultant (Kimley-Horn). Phase II of this project was successfully constructed with minimal issues, and Phase I is slated to begin shortly. Other clients we have provided engineering plans review services for include: FDOT District One, Seminole Tribe of Florida, and Collier County. Additionally, our team is highly experienced with Polk County's standards having completed multiple design projects on behalf of Polk County's Roads and Drainage Division such as the recently constructed Fort Fraser Trail Extension, Reynolds Road at US 92, Galloway Road at Sleepy Hill Road Roundabout, and Indian Woods Drainage Improvements. We will lean on this experience when reviewing site development plans for accuracy and compliance.

Inspection Services

Polk County Land Development Division inspection services are unique as the inspection staff simultaneously manage a diverse portfolio of active construction projects. These include projects ranging from small to large scale commercial developments to residential subdivisions to county rights-of-way infrastructure improvements. Before construction begins, we thoroughly review project plans, specifications, and schedules to understand the full scope and sequencing of work. The inspection team will attend pre-construction meetings and ensure projects are constructed in compliance with approved contract plans, the Polk County Land Development Code, and the Polk County Utilities Standards and Specifications Manual. Our inspection team will proactively coordinate with the contractor, client, and key stakeholders to establish inspection protocols and communication channels. Throughout the project, we provide timely updates to the County through daily reports, issue logs, and progress summaries in the Polk County document control system, Accela Citizen Access.

National Pollutant Discharge Elimination System (NPDES): We will review permit requirements, local standards, and the contractor-provided Erosion Control Plan to verify that all devices are installed properly and in compliance with the SWPPP and contract documents for soil stabilization and erosion prevention. We will work with the contractors to minimize the risk of violations from environmental agencies or water management districts and to protect Polk County's facilities.

Utilities: Utility construction inspection is critical to roadway development, and RK&K ensures our inspectors are well-trained to master this early in their careers. Our team is fully prepared to support Polk County by verifying that utility improvements—including connections to existing infrastructure—are constructed correctly the first time, using high-quality methods and minimizing impacts to surrounding areas.

For underground utility installations, we monitor trenching, bedding, and placement of lines, and verify materials, jointing methods, alignment, and depth against approved plans, while ensuring proper protection and separation of utilities. We also oversee backfill and compaction operations, confirming the use

of approved materials, coordinating with testing agencies to verify density requirements, and documenting any deviations with recommendations for corrective action.

In storm sewer systems and surface water management facilities, we inspect the installation of pipes, manholes, and catch basins; and verify grading, erosion control measures, and construction of swales, ponds, and other drainage features. For lift station construction, we monitor excavation, foundation work, and structural assembly, inspecting the installation of pumps, valves, piping, electrical systems, and control panels, while ensuring that safety features and access provisions are properly implemented.

Special attention is given to avoiding utility conflicts with existing electrical utilities, including power and Intelligent Transportation Systems (ITS), to prevent costly delays and ensure seamless integration.

Safety Improvements: For construction related to safety, including pedestrian walkways, shared-use paths, sidewalks, and ADA-compliant ramps, we will highlight the requirements of the plans and design standards. Our staff will verify and document existing field conditions, and confirm installations are per design standard or manufacturer requirements, plans, details, and site conditions. We take our role inspecting safety improvements as an extension of the County very seriously.

Earthwork: Our inspection services extend beyond utility infrastructure to include roadway and retaining wall construction. Our inspectors play a vital role in verifying key components of structural integrity and safety, including embankment stability, subgrade preparation and mixing, and base placement meeting thickness and compaction requirements. These inspections ensure that all foundational elements comply with Polk County standards prior to asphalt paving.

Asphalt Paving: We know the many complex aspects of asphalt paving operations and, just as importantly, the required documentation. Prior to operations, we will review site conditions, plans, cross-slope requirements, thickness, and specific mix-design requirements. Many of the asphalt paving areas (driveways, turn lanes, and intersection paving) will tie into existing pavement, and we will ensure the contractor is following the contract plan requirements and Polk County standards. We will coordinate with testing agencies to ensure proper density, smoothness, and structural integrity. Deficiencies are documented with recommended corrective actions provided to the County.

Signing and Pavement Markings: From single post signs to pavement markings, our project staff will make sure that signs and pavement markings are properly installed and in compliance with plan location and height, shop drawing requirements, and FDOT Design Standards. We will inspect sign panels to verify the correct message, sheeting materials, and the absence of major defects.

Bridge and Structures: Our bridge inspection staff have experience with bridge rehabilitations, replacements, widenings, box culvert construction, and new bridge construction. RK&K has experience with all major bridge elements including concrete piles, steel piles, concrete beams, steel tub girders. We work to comply with the project bearing requirements and provide mindful oversight of structural details throughout substructure and superstructure construction.

Building Inspection: Our unique CEI services in vertical construction encompass comprehensive inspection and oversight of critical building components to ensure quality, safety, and compliance throughout the construction process. The scope of work includes inspection of building pads, foundations, structural elements, the building shell, roofing, electrical, and plumbing. At a minimum, vertical construction inspection focuses on code-compliance, workmanship, safety, housekeeping including access and debris management, and coordination with the local building inspection departments.

Survey Services

ELEMENT has the resources, experience, and flexibility to support the team and Polk County with any surveying tasks required under this contract. The survey team is built to provide immediate value, with five licensed Professional Surveyors, two Surveyors-in-Training (SIT), and five certified survey technicians.

ELEMENT brings extensive experience performing peer reviews for FDOT and Hillsborough County projects, including design surveys, right-of-way control surveys, and right-of-way mapping. In these roles, they not only delivered accurate and timely survey products but also collaborated closely with agency staff to ensure compliance with applicable standards, minimize review cycles, and anticipate potential challenges before they impacted project schedules.

ELEMENT is also well-versed in the demands of supporting local governments with fluctuating workloads. They can deploy staff and resources quickly to meet deadlines. Their experience spans roadway design surveys, boundary and topographic surveys, subsurface utility engineering (SUE), and right-of-way acquisition support, providing Polk County with a versatile partner who can adapt to a wide variety of project types. With a reputation for responsiveness, technical excellence, and collaborative problem-solving, ELEMENT is prepared to help Polk County deliver high-quality survey products that support its infrastructure goals and maintain public confidence.

Floodplain Management Services

RK&K's hands-on floodplain management analysis and design experience will help the County's Land Development office ensure compliance with regulatory requirements. Our staff is adept at working with FEMA regulatory requirements on development within floodplains and sizing waterway crossings to minimize floodplain impacts. Our team utilizes HEC-RAS as a primary modeling program and maintains a working knowledge of FEMA flood study methodologies. We develop models and supporting documents in support FEMA submittals, including Letters of Map Amendments (LOMA), Conditional Letters of Map Revisions (CLOMR), and Letters of Map Revisions (LOMR); and we understand the process of working

with local floodplain administers to obtain local concurrence of floodplain management standards prior to submitting to FEMA.

RK&K will leverage this experience to assist the County's Floodplain Management Section maintain compliance with the National Flood Insurance Program and the Florida Building Code. Our staff is available to conduct site visits, mediate floodplain management complaints, coordinate with regulatory agencies, and interface with the public. Our team reviewed FEMA floodplain information to prepare a drainage master plan for Brevard County's Dixie Village area. We also frequently review FEMA floodplain models to determine impacts for various roadway projects for clients including Polk County Roads and Drainage, City of Bonita Springs, and FDOT District One. Our subconsultant partners, Artemis and 4Waters, will provide additional technical resources and experience to assist floodplain management efforts.

Our staff is also available to assist with FEMA Hazard Mitigation Grant compliance and funding efforts. In the aftermath of Hurricane Irma, RK&K prepared two FEMA Hazard Mitigation Grants on behalf of Polk County's Roads and Drainage division. These projects addressed flooding issues along Eloise Loop Road, as well as Holloway Road. The project along Eloise Loop Road was successfully awarded grant funding.

RK&K and our staff have been providing engineering services to Polk County for almost 20 years. During that time, we have developed a solid reputation for timely completion of projects. We do this by implementing a solid staffing plan, backup staffing capacity, and active management.

TEAM MANAGEMENT

RK&K and our staff have been providing engineering services to Polk County for almost 20 years. During that time, we have developed a solid reputation for timely completion of projects. We do this by implementing a solid staffing plan, backup staffing capacity, and active management.

Solid Staffing Plan

Contract Manager Josh Carter will be responsible for coordination and allocation of staff resources for the entirety of this contract. We have developed a team of resources for each trade, to provide the depth of staff needed during an influx of development projects. With Josh as our main point of contact, he will coordinate with the team and our subconsultants to make sure appropriate staffing resources are available at all times. Josh has used this approach to staff task-based contracts for many years, resulting in a strong record of successful on-time delivery of high-quality work products that meet Polk County's objectives.

Backup Staffing Capacity

We are ready to activate additional resources if necessary to keep tasks on track due to unforeseen circumstances. Since inspection services tend to have a higher staff variability rate, we understand the Land Development team provides training to RK&K inspection staff to be an extension of their staff. To mitigate possible variation, RK&K will coordinate training with current senior inspection staff if inspection staff changes occur for on-site inspection requirements, codes, project hand-offs and reporting in Accela Citizen Access. We have added subconsultants to provide redundancy and depth of resources for the scope of services. From the firm's decorated subject matter experts to production staff, RK&K is committed to providing the County with exceptional staffing resources to meet your needs.

Active Management

Our capacity to continue serving Polk County at the highest performance level will be constantly monitored throughout the life of this contract. This goes beyond the commitment of key staff to include designers, surveyors, inspectors, floodplain managers, quality control reviewers, and every level in between. We will plan in advance to identify QC reviewers with the right qualifications in advance of each QC submittal to avoid any potential delay. We will keep in close communication with the Polk County Contract Manager to plan for upcoming needs in each trade. Our Florida team holds a weekly workload check-in meeting to make sure projects have the resources they need to meet deadlines.

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

RK&K follows an established 5-step QA/QC process to promote high-quality deliverables from the fee proposal to construction. All deliverables undergo a thorough QA/QC review. Each submittal will be delivered to the County with a complete set of QC documents from prime and subconsultants, QA verification, and certification of our process. A constructability review prior to Phase II and biddability review prior to Phase III by our in-house, County-experienced CEI staff will identify problems before they become schedule or budget issues.

RK&K employs living checklists for each phase submittal based on the FDOT Design Manual (FDM), previous ERC comments, and lessons learned from past projects. We use Bluebeam Studio Sessions for all major QC reviews where all disciplines review the same set of PDFs simultaneously. This powerful software reduces QC time and effort by allowing reviewers to make comments live while designers respond, apply changes, and mark comments complete.

We also house all design projects in Bentley ProjectWise, which allows both prime and subconsultant designers to work on the same set of files at the same time. This keeps the entire team on the same page. In addition to MS Teams and ProjectWise, we also hold regular coordination meetings with key staff to hash out issues and adjust our approach as needed to maximize the benefit to the County.

Tab 3 Experience, Expertise, Personnel and Technical Resources



a) Polk County | Land Development Inspection Services

Polk County, FL

RK&K has served the Polk County Land Development Division by providing inspection staff to assist with the heavy volume of private development projects throughout Polk County, FL. The RK&K Team assists the county inspection group with infrastructure to tie into the Polk County Right-of-Way (ROW). Project types range from small commercial properties such as gas stations, to residential subdivisions, to large scale commercial development, including shopping centers. Inspectors ensured developers constructed projects in accordance with approved plans and the Polk County Land Development Code as well as applicable FDOT specifications. Responsibilities included the inspection of utilities such as water, wastewater, irrigation and drainage, roadway inspections of earthwork, base, and asphalt pavement construction. Additional responsibilities included inspections of concrete elements such as retaining walls, culverts and sidewalk, standalone sign installation, pavement markings, and directional bores for utility crossings. RK&K staff was proficient with the use of the County's unique daily reporting software Accela Citizen Access.

RK&K provided several senior inspectors for the contract. Members of our proposed team reside in Polk County and were local to with the area.

b) Project Size and Cost

» Size: Varies
» Cost: $1.4 million

c) Project Representative

» Tim Bearden
300 W Church St
Bartow, FL 33830
863.370.8927
timbearden@polk-county.net

d) Project Completion Date

» October 2025 (est.)

e) Firm's Responsibility

» Prime

f) Change Orders

» N/A

g) Time Extensions

» Contract extended 120 days



a) Polk County Roads and Drainage Division | ARPA Drainage Improvements
Polk County, FL

RK&K was tasked by Polk County to provide evaluation, recommendations, and design for a three-project bundle of drainage improvement projects, described below.

Indian Woods Trail: The project addressed flooding complaints reported throughout a subdivision in north Lakeland by improving conveyance in ditches and storm drain systems throughout the area. RK&K created an extensive watershed model within ICPR 4 to evaluate the extent of the flooding throughout the neighborhood and recommend alternatives to the County. The preferred alternative was designed and permitted and is currently under construction. It included regrading of existing swales and upgrades to the outfall to restore historical drainage patterns and alleviate flooding within the neighborhood.

All work was completed within the Polk County-owned ROW and easements. Utility coordination was completed for the project prior to construction commencement. RK&K attended pre-bid meetings and pre-construction meetings with the County and helped complete bid documents and estimates. Shop drawings were reviewed for the proposed drainage structures.

The proposed improvements were permitted through SWFWMD. SWFWMD issued a General Permit on January 9, 2024.

Lake Victoria Outfall: RK&K conducted a watershed evaluation of the area and investigated alternatives for updating the existing drainage system for the neighborhood of Lake Victoria. The project replaced an aging storm drain system in southern Lakeland through a private subdivision and environmentally sensitive areas.

Creekwater Drive: RK&K evaluated the drainage basin, and providing design, permitting of a larger culvert, and post-design services for upgrading an existing, undersized cross drain that washed out a roadway and driveways in recent years. RK&K created an ICPR 4 model to recreate the observed overtopping of Creekwater Drive and adjacent residential driveway. Through this model it was determined that a downstream culvert at Ewell Road was undersized and causing the creek to back-up. This assessment allowed the project focus to be moved downstream where the deficient culvert at Ewell Road was upsized to alleviate the upstream flooding at Creekwater Drive, saving the County wasted effort of improving the wrong crossing.

b) Project Size and Cost
» Size: Varies
» Cost: $779,938

c) Project Representative
» Conner Updike, PE
300 W Church St
Bartow, FL 33830
863.534.7377
connerupdike@polk-county.net

d) Project Completion Date
» May 2024

e) Firm's Responsibility
» Prime

f) Change Orders
» N/A

g) Time Extensions
» N/A



a) Polk County Roads and Drainage Division | Continuing Engineering Services
Polk County, FL

This contract supported Polk County Roads and Drainage Division with a wide range of technical, engineering, scientific and architectural services. Our work included supporting the County with planning, design, construction, operation, and maintenance of the County's extensive transportation network. Tasks included:

Fort Fraser Trail Extension Analysis and Design: RK&K performed analysis and design services of an extension of Fort Fraser Trail from US 98 at Winter Lake Road to Lakeland Highlands Road at Glendale Street. The existing trail is an shared-use path (SUP) on the east side of Bartow Road (US 98) south of Winter Lake Road. The trail extends approximately 2.5 miles west along Winter Lake Road, through the Sanlan Property, and north along Lakeland Highlands Road to the intersection of Lakeland Highlands Road and Glendale Street. A future trail on Glendale Street is being planned by the City of Lakeland and will connect the new trail to the Three Parks Trail. The study included coordination with the City of Lakeland and Florida's Turnpike Enterprise as multiple alternative routes were considered from an engineering, environmental, and cost perspective. Following the study, Polk County executed a task work order for RK&K to move forward with the design of the preferred alternative.

Pedestrian signal improvements and lighting were included at the intersections of Lakeland Highlands Road with SR 570 (Polk Parkway) and Meadowland Park Boulevard, and signing and pavement marking was included as needed. Design was funded by Polk County. Construction was funded through the FDOT SUN Trail program. Regulatory permitting coordination with SWFWMD and Florida Department of Environmental Protection (FDEP) was required.

East Main Street at Combee Road: RK&K designed a new westbound right-turn lane and ADA improvements at the intersection of East Main Street and Combee Road to facilitate better movements within the intersection and improve safety.

Galloway Road Roundabout Alternatives Analysis and Design: RK&K conducted an alternatives analysis and prepared the subsequent design of the preferred alternative for the reconfiguration of the Galloway Road and Sleepy Hill Road intersection, existing two-lane undivided rural roadways with no bicycle or pedestrian features. Both facilities are owned and maintained by Polk County. The existing four-leg intersection functions as a two-way stop-controlled facility with stop signs on Sleepy Hill Road.

b) Project Size and Cost
» Size: Varies
» Cost: $1.2 million

c) Project Representative
» Jay Jarvis, Director
300 W Church St
Bartow, FL 33830
863.534.2200
jayjarvis@polk-county.nett

d) Project Completion Date
» June 2022

e) Firm's Responsibility
» Prime

f) Change Orders
» Expanded design scope, added post design and gopher tortoise relocation

g) Time Extensions
» Extended 360 days



a) City of Winter Haven | CEI for Logistics Parkway Extension

Polk County, FL

The Logistics Parkway Extension will be built in two phases to create the connection between Eloise Loop Road and SR 60 in Winter Haven, providing additional access to the CSX Intermodal Center, the Florida Can Company, and other commercial and residential properties. This project consists of building a new two-lane roadway with a new alignment to the south of the City of Winter Haven Wastewater Treatment Plant connecting to SR 60 and reconstruction of existing roadway to the north of the plant tying into Eloise Loop Road.

The Logistics Parkway Extension project utilizes funding provided by the Department of Economic Opportunity through the Florida Job Growth Grant Fund and FDOT, through the Transportation Grant Fund, and Polk Regional Water Cooperative Funding. The project will improve north and south mobility, support future development, and provide a connection to this growing industrial area for residents of the City of Winter Haven.

This project will serve as a shortcut for commuters accessing the CSX Intermodal Logistics Center (ILC) reducing the commute from neighborhoods around Lake Eloise and Lake Winterset by as much as 70%. RK&K was retained by the City of Winter Haven to complete independent review of construction plans prepared by the City's design consultant and to provide full construction engineering and inspection services during the construction phase of the project.

RK&K completed construction inspection oversight of Phase I in July of 2024. The project required extensive coordination with CSX, utilities, and the local community due to traffic impacts during construction. The scope of work includes new alignment construction, intersection construction, traffic signals, signing, pavement markings, utility relocations, lighting installation, turn lanes, roadway resurfacing, drainage/stormwater management facilities, and landscaping.

b) Project Size and Cost

» Size: 1.5 miles
» Cost: $1.4 million

c) Project Representative

» Pedro Berrios
451 Third Street NW, Winter Haven, FL
33881
863.291.5853
pberrios@winterhaven.com

d) Project Completion Date

» March 2026 (est.)

e) Firm's Responsibility

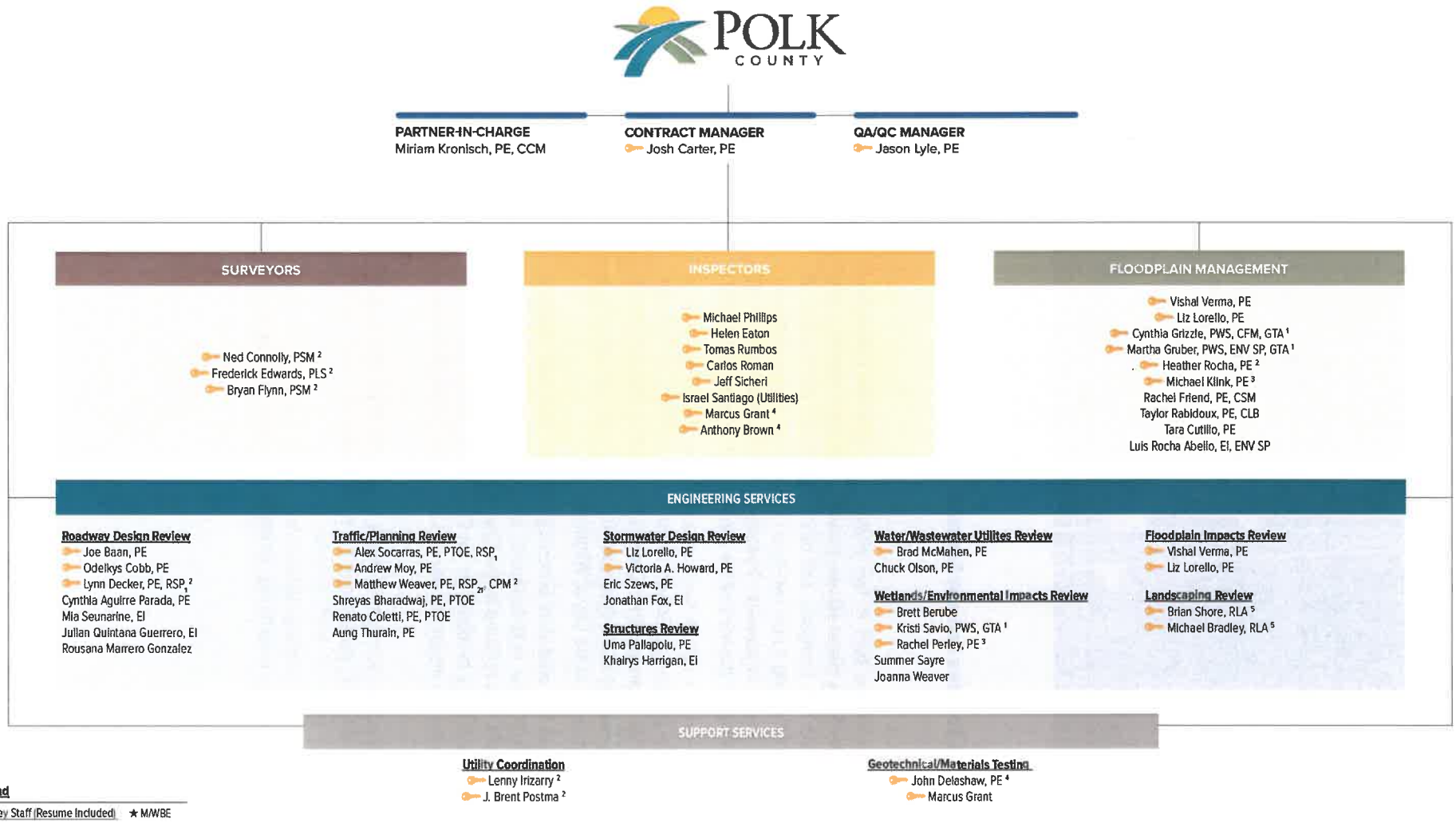
» Prime

f) Change Orders

» N/A

g) Time Extensions

» N/A



Legend

Key Staff (Resume Included) ★ M/WBE

1 Artemis Consulting Collective Inc. ★

2 Element Engineering Group ★

3 Four Waters Engineering, Inc. ★

4 Madrid Engineering, Inc. ★.

5 Miller, Legg & Associates, Inc.



JOSH CARTER, PE

CONTRACT MANAGER

Josh has progressive experience in the Florida transportation industry with proven construction management and leadership capabilities on complex and major road and bridge construction projects. He managed multiple construction projects for the Broward Operations Office and for Florida's Turnpike Enterprise (FTE) and currently serving FDOT District 7. Josh has excellent technical, communication, and issue identification/resolution skills that are an asset on every assignment. He also has a track record for delivering challenging projects within schedule and budget while focusing on safety, understanding critical deliverables, and the importance of teamwork and collaboration.

Total Years of Experience

» 23

Education

» Bachelor of Science, Civil Engineering, University of Florida

Registration

» Professional Engineer, FL

Training

» CTQP QC Manager
» FDOT Advanced MOT
» DEP Stormwater Management Inspector #17907
» 10-Hour OSHA
» FDOT Critical Structures
» FEMA IS-00100.c
» FEMA IS-00200.c
» FEMA IS-00700.b
» FEMA IS-00800.d

Title

» Director

Related Project Experience

Polk County | Land Development Inspection Services, Pasco County, FL: Project Manager responsible for all aspects of the contractor and CEI contract. RK&K has served the Polk County Land Development Division by providing inspection staff to assist with the heavy volume of private development projects throughout Polk County, FL. Inspectors ensured developers constructed projects in accordance with approved plans and the Polk County Land Development Code. Responsibilities included the inspection of utilities such as water and waste water, drainage and culverts, earthwork and base construction, asphalt pavement placement, various concrete elements, as well as signs and pavement markings. RK&K staff became proficient with the use of the County's daily reporting software Accela. *Contract Amount: $1.6M.*

FDOT District Seven | SR 52 Realignment from Uradco Place to West of Fort King Road, Pasco County, FL: Senior Project Engineer responsible for all aspects of the contractor and CEI contracts. This seven-mile project constructs a four-lane, divided roadway consisting of four 11-foot lanes and a seven-foot bike lane in each direction. The full-depth construction consists of both flexible and rigid pavement designs, including 162,000 Square Yards of concrete pavement. Other project elements include Utility Work by Highway Contractor Agreements (UWHCA) and significant utility adjustments; extensive drainage and pond construction; significant earthwork which includes subsoil excavation and debris removal; a variety of structures such as Mechanically Stabilized Earth (MSE) walls, sheet pile walls, gravity walls, and box and bridge culverts; pedestrian/bicycle and bullet railing; signing and pavement markings; roadway lighting; and signalization. *Contract Amount: $81M.*

Florida's Turnpike Enterprise | All Electronic Tolling (AET) facility for Polk Parkway, Polk County, FL: Senior Project Engineer responsible for all aspects of the contractor and CEI contracts. This Design-Bid-Build project converts SR 570/Polk Pkwy to an AET facility from Mile Post 0 - 18. This is accomplished by converting the entire Polk Pkwy to a cashless system in Phase I; constructing new Open Road Tolling (ORT) facilities along mainline Polk Pkwy at MPs 8, 13, and 15.5 in Phase II; demolishing the existing mainline barrier plazas at MP 8, MP 13 and SR 540 ramps in Phase III; and widening, reconstructing, and milling and resurfacing at these mainline and ramp locations to provide the final AET configuration. Other project elements include utility adjustments and construction of new electrical services; both standard and selective clearing and grubbing; structural concrete for gravity walls and culverts; median and shoulder concrete barrier walls; drainage construction; roadway lighting; ITS associated with the AET conversion; and minor bridge improvements. *Contract Amount: $31M.*

Florida's Turnpike Enterprise | Widen Beachline from I-4 to Turnpike Mainline, MP 0- MP4.3: Senior Project Engineer responsible for all aspects of the contractor and CEI contracts. The project involved the widening of the western section of the Beachline Expressway (SR 528) from I-4 to the Turnpike (SR 91) from four to eight lanes. This 4.5-mile project included widening, full roadway reconstruction, a wide variety of milling and resurfacing details, extensive earthwork, and a new drainage system. Bridge work involved the construction of six widenings and three new bridges. Other aspects included a new toll facility east of International Drive, MSE walls, noise walls, lighting, ITS, signalization, and signing and pavement markings. *Contract Amount: $92M.*



JASON LYLE, PE

QA/QC MANAGER

Total Years of Experience

» 27

Education

» Bachelor of Science, Civil Engineering, University of South Florida

Registration

» Professional Engineer, FL

Training

» FDOT Advanced MOT

Title

» Director

Jason's experience includes the design of new sidewalks and trails, pedestrian bridges, roadway widenings, new construction, as well as resurfacing, restoration, and rehabilitation (RRR) projects for various clients including the FDOT Districts One, Two, Three, and Seven; Florida's Turnpike Enterprise; as well as various counties and cities. His design experience includes establishing horizontal and vertical alignment; designing interchange and intersection geometry; preparing TTCP; preparing pavement designs, typical sections, and quantity estimates; and performing traffic signal warrants.

Related Project Experience

Polk County | Fort Fraser Trail Extension Design, Polk County, FL: QC reviewer for the analysis of an extension of Fort Fraser Trail from US 98 at Winter Lake Road to Lakeland Highlands Road at Glendale Street. The study included coordination with the City of Lakeland and Florida Turnpike Enterprise as multiple alternative routes were considered from an engineering, environmental, and cost perspective. Jason conducted quality control reviews of the alignment of the proposed trail extension. *Fee: $628k.*

FDOT District One | US 92 (SR 600) Resurfacing from West of Fish Hatchery Road to East of Reynolds Road, Polk County, FL: Project manager and EOR responsible for managing scope, budget and schedule; leading coordination efforts with the FDOT, design team and stakeholders; and delivering the final project design. The project includes milling and resurfacing approximately one-half mile of SR 600 (US 92), modifying all driveways that do not meet current standards, modifying the median opening at Thompson Road, and extending the left-turn lane onto Reynolds Road. Additional elements include updating left-turn lanes to current standards, evaluating the existing guardrail, providing intersection lighting, and replacing the existing span wire signal. *Fee: $922k.*

FDOT District One | SR 572 (Drane Field Road) at Waring Road Multi-lane Roundabout Design, Lakeland, FL: Project manager and EOR responsible for managing project scope, budget and schedule, as well as overseeing overall roadway design. This project reconfigures the existing signalized intersection at SR 572 (Drane Field Road) and Waring Road to a multi-lane roundabout in response to rapid freight, industrial and residential growth in the southwest Lakeland area. The geometry of this multi-lane roundabout considers entry alignment, natural path, truck apron accommodations, fastest path, stopping sight distance, and intersection sight distance, as well as allow safe entry into nearby existing driveways. Pedestrian features include splitter islands, crossings, Rapid Rectangular Flashing Beacons (RRFBs), pedestrian signage, and bicycle accommodations. *Fee: $1.1M.*

City of Bonita Springs | US 41 at Bonita Beach Road Northwest Quadrant Roadway, Bonita Springs, FL: QA Manager responsible for performing QA reviews. This project involves the design of a one-mile long two-lane undivided new roadway in the northwest quadrant of the US 41 at Bonita Beach Road intersection. The project includes a continuous flow intersection, a new stormwater management system, and permitting through SFWMD, USACE, Lee County, and FDOT District One. *Fee: $1.9M.*

FDOT District Seven | SR 586 (Curlew Road) Resurfacing from East of Talley Drive (69th Street) to SR 584 (Tampa Road), Pinellas County, FL: Project manager and EOR responsible for managing scope, budget, and schedule; coordinating with stakeholders and FDOT District Seven; and delivering the final project design. The primary objectives of this 2.44-mile RRR of SR 586 (Curlew Road) project are to rehabilitate the existing pavement, convert existing full-median openings into safer directional openings, replace deficient sidewalks, and upgrade curb ramps to meet current ADA standards. Improvements to the signalized intersections include vehicle detection replacements, backplate additions, pedestrian feature modifications, vehicle change/clearance intervals/pedestrian timing updates, and intersection lighting additions. *Fee: $1.2M.*



JOE BAAN, PE

ENGINEERING SERVICES - ROADWAY DESIGN REVIEW

Joe's experience includes roadway and drainage engineering for major and minor projects in the design, PD&E, and construction phases. He has worked on resurfacing, complete streets, new alignment, widening, interstate, and trail projects. Because of his diverse experience managing projects that utilize local, state, and federal funding, Joe is aware of the desires and perspectives of the various clients he services. He has provided exemplary service to a wide range of clients, including Florida Department of Transportation (FDOT) Districts One, Three, Five, and Seven; Florida's Turnpike Enterprise; Polk County; and several municipalities throughout Florida.

Total Years of Experience

» 20

Education

» Master of Science, Engineering Management, University of Central Florida

» Graduate Certificate, Transportation Engineering, University of Central Florida

» Bachelor of Science, Chemical Engineering, University of Central Florida

Registration

» Professional Engineer, FL

Training

» FDOT Advanced Temporary Traffic Control

Title

» Senior Project Delivery Leader

Related Project Experience

Polk County | Continuing Engineering Services for Polk County Roads and Drainage Division, Polk County, FL: Contract manager for this task-based engineering services contract. Tasks include a turn-lane addition to Reynolds Road at US 92, a roundabout analysis and design, cross-drain improvements, trail design, pedestrian bridge, drainage/flooding investigations, and more. *Fee: $1.3M.*

Polk County | Fort Fraser Trail Extension Analysis and Design, Polk County, FL: Project manager and roadway EOR for the analysis and design of a 2.5-mile extension of the Fort Fraser Trail. The study included coordination with the City of Lakeland and Florida's Turnpike Enterprise (FTE) as multiple alternative routes were considered. The selected alternative included a 175' long pedestrian bridge. The design required permitting from SWFWMD, FDEP, and FTE. *Fee: $628k.*

Polk County | Galloway Road at Sleepy Hill Road Roundabout Analysis and Design, Lakeland, FL: Project manager and roadway EOR for the design of a single-lane roundabout. Due a need to improve capacity and safety, an alternatives analysis was performed comparing signalized and roundabout alternatives for the intersection. The design addressed steep grades on Sleepy Hill Road and a cross drain extension within a USACE jurisdictional stream. The project included the application for a SWFWMD Environmental Resource Permit Exemption and a USACE permit for the cross drain extension. *Fee: $189k.*

City of Bonita Springs | US 41 at Bonita Beach Road Northwest Quadrant Roadway, Bonita Springs, FL: Project manager and EOR for the design of a one-mile-long, two-lane undivided new roadway in the northwest quadrant of the US 41 at Bonita Beach Road intersection. The project includes an innovative continuous flow intersection, a new stormwater management system, and permitting through SFWMD, USACE, Lee County, and FDOT District One. *Fee: $1.9M.*

FDOT District Seven | US 41 at CSX South of Causeway Boulevard, Hillsborough County, FL: Project manager and drainage EOR for this Statewide Acceleration Transformation (SWAT) process project that involves reevaluating the US 41 PD&E study completed in 1994 and preparing final design plans for the preferred alternative. The scope includes traffic analysis and design, roadway, structures, signing and pavement marking, ITS, permitting, hydraulic analysis, and stormwater management design. The design scope includes a concrete bridge over Delaney Creek, concrete bridge over 36th Avenue, and a steel bridge over the CSX railroad. The analysis for all three of these bridges involved complex geotechnical, hydraulic (floodplain), and maintenance of traffic considerations. *Fee: $9.6M.*

FDOT District Seven | US 19 (SR 55) Resurfacing from South of CR 528 (Drew Street) to North of CR 576 (Sunset Point Road), Pinellas County, FL: Project manager and roadway EOR for this 2-mile-long resurfacing and safety improvements project along US 19. The project includes the limited access mainline, ramps, and frontage roads in an urban area of Clearwater. The scope includes geometric improvements at three interchanges, traffic signal relocation, and ADA upgrades. *Fee: $1.7M.*



ODELKYS COBB, PE

ENGINEERING SERVICES - ROADWAY DESIGN REVIEW

Odelkys is a roadway design engineer who provides design support on projects ranging from urban reconstruction, intersection improvements, and RRR projects. Her experience includes assisting with pavement design, performing site visits, and researching standards and specifications according to FDOT, MUTCD, and AASHTO. She is experienced in OpenRoads Designer (ORD), MicroStation, and AutoCAD.

Total Years of Experience

» 9

Education

» Bachelor of Science, Civil Engineering, University of South Florida

Registration

» Professional Engineer, FL

Training

» FDOT Advanced MOT

» OpenRoads Designer Connect Edition – Roadway Training

» Speed Management and Multimodal Facilities – FDOT District Seven

» Context Classification and Target Speed – FDOT District Seven

Title

» Project Engineer III

Related Project Experience

City of Bonita Springs | US 41 at Bonita Beach Road Northwest Quadrant Roadway, Bonita Springs, FL: Roadway lead responsible for development of typical section package, pavement design package, and TTCP. This project involves the design of a one-mile-long, two-lane undivided new roadway in the northwest quadrant of the US 41 at Bonita Beach Road intersection to relieve excessive queueing. The project includes a continuous flow intersection at Windsor Road and Bonita Beach Road. Advanced SYNCHRO modeling was used to fine-tune the queue lengths and operational properties of the innovative intersection. *Fee: $1.9M.*

FDOT District Seven | US 19 (SR 55) Resurfacing from South of CR 528 (Drew Street) to North of CR 576 (Sunset Point Road), Pinellas County, FL: Roadway engineer responsible for roadway plans production for this 2-mile-long resurfacing and safety improvements project along US 19. The project includes the limited access mainline, ramps, and frontage roads in an urban area of Clearwater. The scope includes geometric improvements at three interchanges, traffic signal relocation, and ADA upgrades. *Fee: $1.7M.*

Brevard County | Professional Services Engineering Continuing Contract, Brevard County, FL: Project engineer for this professional engineering continuing services contract for the Brevard County Public Works Department. These services include planning, construction, reconstruction, or rehabilitation of the transportation network, which includes 1,224 miles of roads, 1,300 miles of drainage systems, and over 350 traffic signals. Task assignments may include new roadway design, roadway widening, intersection improvements, pedestrian/bicycle facilities, drainage improvements, traffic engineering, ITS and signalization design, structural engineering, and construction inspection. Tasks assigned thus far include roadway design and permitting services for the addition of turn lanes at Wickham Road and Pineda Causeway, as well as a stormwater master drainage plan for the Scootsmoor area in northern Brevard County. *Fee: $161k.*

Hillsborough County | Miscellaneous Professional Engineering Services, Transportation Project Development and Design, Hillsborough County, FL: Engineering intern responsible for providing general/civil engineering services to support transportation capital improvements including but not limited to intersection improvements, new signals, traffic signal interconnection, road diets, complete streets, road widening, road resurfacing and reconstruction. The work consists of transportation engineering services that include design and specifications; services during bidding and construction; record drawings; permitting; modeling and plan evaluation; biological and ecological evaluations; and landscape architecture. *Fee: Varies per task.*

FDOT District Seven | SR 50 Widening from Kettering Road to US 98 (McKethan Road), Hernando County, FL: Engineering intern responsible for assisting with roadway design for this widening and reconstruction project. The design includes widening the existing 4-lane divided rural facility to a 6-lane suburban section from east of I-75 to Kettering Road (0.8 miles); and to a 6-lane rural section from Kettering Road to US 98/McKethan Road (2.3 miles). The project includes full design services, including roadway and urban interchange design, stormwater design and permitting, utilities coordination, structural steel bridge design, signal design, and public involvement services. *Fee: $56M.*



Total Years of Experience

» 18

Education

» Bachelor of Science, Civil Engineering, University of South Florida

Registration

» Professional Engineer, FL

Title

» Project Delivery Leader

LIZ LORELLO, PE

ENGINEERING SERVICES - STORMWATER DESIGN REVIEW; FLOODPLAIN MANAGEMENT IMPACTS REVIEW | FLOODPLAIN MANAGEMENT

Liz has been responsible for the design of drainage and stormwater management systems for various types of roadway improvement projects. Her experience includes the layout and design of cross drains, ponds, storm sewer systems, as well as the preparation of plans and design documentation. Liz has served FDOT District One on several minor design and scenic enhancement districtwide contracts and is well versed in the execution of on-call and task work order-based contracts. Currently, Liz reviews all drainage and driveway connection permitting reviews on behalf of FDOT District One's Bartow Operations office through the agency's online permitting portal, One Stop Permitting (OSP).

Related Project Experience

Polk County | ARPA-Funded Drainage Improvement Projects, Polk County, FL: Project manager and EOR for a three-project bundle of drainage improvement projects. The Lake Victoria Outfall project analyzes and replaces an aging storm drain system in southern Lakeland through a private subdivision and environmentally sensitive areas. The Indian Woods Trail project addresses flooding complaints reported throughout a subdivision in north Lakeland by improving conveyance in ditches and storm drain systems throughout the area. Lastly, the Creekwater Drive project replaces a major cross drain that has washed out a roadway and driveways in recent years. *Fee: $822k.*

Polk County | Fort Fraser Trail Extension Analysis and Design, Polk County, FL: Drainage EOR for the design of an extension to the Fort Fraser Trail from US 98 at Winter Lake Road to Lakeland Highlands Road at Glendale Street. Segment One is along the south side of Winter Lake Road from US 98 to the Sanlan property. Segment Two is on the south side of the limited-access ROW for SR 570 (Polk Parkway) between Lakeland Highlands Road and Winter Lake Road. Segment Three is along the west side of Lakeland Highlands Road from SR 570 to Glendale Street. The proposed extension will be constructed of asphalt and/or concrete. The proposed shared use path segments will be 8-12 feet wide and sidewalk segments will be 5-6 feet wide. Adjacent swales will be constructed within a 40- foot ROW and easement corridor between Winter Lake Road and Lakeland Highlands Road. *Fee: $628k.*

Polk County | Galloway Road at Sleepy Hill Road Roundabout Alternatives Analysis and Design, Polk County, FL: Drainage engineer responsible for providing QA/QC reviews for the drainage design of a single-lane roundabout. The existing four-leg intersection functions as a two-way stop-controlled facility with stop signs on Sleepy Hill Road. RK&K compared intersection alternatives for a roundabout and a traffic signal based on operations, safety, and cost. Due to the operational and geometric safety benefits (vehicle angles and speeds at conflict points, in addition to having lower conflict points overall), the single-lane roundabout was selected and subsequently designed. RK&K developed final design and construction plans for the roundabout including roadway, drainage, stormwater, lighting, signing, and pavement marking improvements. *Fee: $189k.*

FDOT District One | Districtwide Drainage Permits Review Support Contract, Charlotte, Collier, DeSoto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Okeechobee, Polk, and Sarasota Counties, FL: Project manager responsible for managing drainage connection permitting reviews for the Manatee Operations Center. This is a 5-year, task-based services contract supporting FDOT District One's four operations centers with comprehensive drainage and driveway connection permit reviews. These reviews are intended to check for compliance with Florida Administrative Code (FAC) 14-86 to ensure the safety and integrity of FDOT facilities and prevent unreasonable burden on adjacent and downstream properties. Permit reviews are completed electronically through OSP. Response times have been reduced by 50% through the introduction of various contract management and performance methods. The standard comments checklist was reduced from 28 pages to a two-page spreadsheet that automatically generates comment letters. *Fee: $1.5M.*



VICTORIA A. HOWARD, PE

ENGINEERING SERVICES - STORMWATER DESIGN REVIEW

Victoria is a drainage engineer whose experience includes preparing drainage designs, hydraulic models, drainage reports, regulatory permitting, as well as managing post-design coordination. Her experience spans all phases of roadway design and construction, including resurfacing, widening, new alignment, and enhancement projects for the Florida Department of Transportation (FDOT) and local agencies. She is highly familiar with reviewing drainage connection permit applications for compliance with Florida Administrative Code (FAC) Rule 14-86 through FDOT's online portal, One Stop Permitting (OSP). Victoria's software aptitude includes ArcMap 10.3, AutoCAD Civil 3D, ASAD, HEC-RAS, HY-8, ICPR3/4, MicroStation with PowerGEOPAK, and OpenRoads Designer.

Total Years of Experience

» 12

Education

» Master of Science, Civil Engineering, Florida State University, 2017

» Bachelor of Science, Civil Engineering, Florida State University, 2015

» Graduate Certificate, Planning Studies, Florida State University, 2015

Registration

» Professional Engineer, FL

Title

» Project Engineer II

Related Project Experience

City of Bonita Springs | East Terry Street Stormwater and Multi-Use Pathway, Bonita Springs, FL: Drainage engineer responsible for drainage design. This project spans approximately 2.5 miles from Old 41 Road to Bonita Grande Drive, focusing on addressing flooding concerns along the corridor, which was severely impacted by Hurricane Irma in 2017. The primary objective is to reduce flood risks without increasing peak discharges or water stages, while enhancing connectivity for pedestrians and cyclists through a new multi-use pathway. The project includes targeted stormwater infrastructure improvements and ensures compliance with Brevard County's broader goals of improving stormwater management and infrastructure resilience. *Fee: $2.5M.*

City of Bonita Springs | Rosemary Drive Stormwater and Multi-Use Pathway Engineering Design Services, Bonita Springs, FL: Drainage engineer responsible for drainage QA/QC. RK&K is providing design for Complete Street and stormwater improvements along Rosemary Drive from Old US 41 to Vagabond Way. *Fee: $307k.*

FDOT District One | Drainage Permits Review Support Continuing Services Contract, Charlotte, Collier, DeSoto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Okeechobee, Polk, and Sarasota Counties, FL: Lead permit reviewer for the Ft. Myers Operations Center responsible for reviewing permit applications for compliance with FAC 14-86. This is a 5-year, task-based services contract supporting FDOT District One's four operations centers with comprehensive drainage and driveway connection permit reviews. These reviews are intended to check for compliance with FAC Rule 14-86 to ensure the safety and integrity of FDOT facilities and prevent unreasonable burden on adjacent and downstream properties. Permit reviews are completed electronically through OSP. Response times have been reduced by 50% through the introduction of various contract management and performance methods. The standard comments checklist was reduced from 28 pages to a two-page excel spreadsheet that automatically generates comment letters. *Fee: $1.5M.*

FDOT District One | SR 540 Resurfacing, Polk County, FL: Drainage EOR responsible for drainage design. This task assigned through a continuing services resurfacing contract involves the milling and resurfacing of SR 540, a two-lane rural roadway, from SR 35 (US 98) to west of Polk Parkway in Lakeland, Florida. The project included minor drainage modifications and pipe repair. The project scope included pavement design, ADA improvements, minor drainage enhancements, lighting, signalization, structures, utility coordination, maintenance of traffic plans, and 3D modeling. *Fee: N/A.*



ALEX SOCARRAS, PE, PTOE, RSP1

ENGINEERING SERVICES - TRAFFIC/PLANNING REVIEW

Total Years of Experience

» 17

Education

» Bachelor of Science, Civil Engineering, Florida International University

Registration

» Professional Engineer, FL

Training

» Professional Traffic Operations Engineer #4185

» Road Safety Professional #1174

» FDOT Intermediate MOT

» IMSA Traffic Signal Field Technician Level I

Title

» Project Delivery Leader

Alex has successfully completed numerous traffic operations/safety and planning studies for FDOT Districts Four and Six including three Interchange Operational Analysis Reports (IOAR) and one Interchange Justification Report (IJR). He served as the project manager on a Districtwide Traffic Operations and Safety contract for District Six in which he oversaw the completion of safety and operations studies spanning from a simple Tech Memo to a more comprehensive Qualitative Assessment to evaluate the existing traffic conditions at a specific location or corridor. Since 2017, Alexander has supported the FDOT Traffic Operations and TSM&O/ITS groups to improve the overall performance of nearly 1,300 traffic signal on the State Highway System utilizing field data and HERE data from RITIS to develop and interpret performance metrics dashboards that quantify improvements and generate arterial performance reports. He is experienced using the Highway Capacity Software (HCS), SYNCHRO, and CORSIM simulation software's used to perform traffic analyses. He is proficient with the methodologies of the latest Highway Capacity Manual, the MUTCD, the Traffic Engineering Manual (TEM), the Manual on Uniform Traffic Studies (MUTS), the Project Traffic Forecasting Handbook, and the Highway Safety Manual (HSM).

Related Project Experience

FDOT District Six | Traffic Operations/Safety Studies, Miami-Dade and Monroe Counties, FL: Project manager responsible for providing traffic engineering services to produce operational studies and other traffic engineering studies to support the Traffic Operations Office. This is a task work order driven contract that addresses citizen requests by performing traffic studies including signal warrant analysis, spot speed studies, traffic calming review, traffic signal optimization, midblock pedestrian crosswalk evaluations, Intersection Control Evaluations (ICE), and school related studies such as speed zone evaluation (15 MPH) and signing and pavement markings evaluation to ensure compliance with applicable standards and guidelines. *Fee: $1.5M.*

FDOT District Six | Transportation Planning Organization (TPO) Support, Miami-Dade and Monroe Counties, FL: Lead traffic engineer responsible for supporting the Department's TPO program review and program management for the Metropolitan Transportation Planning process. Tasks included performing traffic data collection efforts to support a feasibility study to evaluate potential widening of SR 9336/SW 344 St/Palm Dr from two lanes to four lanes between SW 192nd Ave and SW 182nd Ave in Florida City, Miami-Dade County. Another task included conducting a Phase 1, feasibility study to evaluate the potential for a shared-use path along SR 936 between the Everglades National Park and SW 344 St/Palm Ave. The scope of work for this analysis included initial data gathering and review, traffic data collection, weekday/weekend field reviews, safety/crash analysis, preliminary feasibility review and recommendation for additional efforts. *Fee: N/A.*

FDOT District Six | SR 5/US 1 Long Key Bridge, Monroe County, FL: Lead engineer responsible for performing preliminary engineering analyses including existing traffic data collection and historical crash review following the Highway Safety Manual (HSM) procedures as part of the SR 5/US-1 Long Key Bridge over Long Key Channel Bridge Project Development and Environment (PD&E) Study. A safety analysis was performed to identify and evaluate project safety needs associated with the future no-build and build alternative(s) using the Highway Safety Manual (HSM) procedures to estimate the safety performance functions for each of the project alternatives. The project limits extend along SR 5/US 1/Overseas Highway from MP 3.104 (south of N. Conch Avenue) to MP 6.251 (Mile Marker 66), within the Florida Keys in unincorporated Monroe County. *Fee: N/A.*.



ANDREW MOY, PE

ENGINEERING SERVICES - TRAFFIC/PLANNING REVIEW

Andy provides engineering support for transportation infrastructure projects across the mid-Atlantic and Southeast regions. In Florida, Andy has provided traffic engineering support on various roadway projects for FDOT District Seven, Florida's Turnpike Enterprise, and Polk County. His background includes experience in roadway traffic operations design including temporary traffic control plans (TTCP); traffic signal design, signing, and pavement markings; ITS planning and design; roadway lighting design; and construction management. His design experiences ranges from planning and analysis through final construction plans.

Total Years of Experience

» 16

Education

» Bachelor of Science, Civil & Environmental Engineering, University of Virginia, Charlottesville

Registration

» Professional Engineer, FL

Title

» Project Delivery Leader

Related Project Experience

Polk County | Fort Fraser Trail Extension Analysis and Design, Polk County, FL: Traffic technical leader responsible for the lighting, signing, and signal design of a 2.5- mile extension of Fort Fraser Trail from US 98 at Winter Lake Road to Lakeland Highlands Road at Glendale Street. The design includes a 175' long single-span pedestrian bridge over sensitive wetlands, floodplain compensation, and traffic signal modifications along Lakeland Highlands Road at SR 570 (Polk Parkway) and the Lowe's Home Improvement driveway. *Fee: $628k.*

Polk County | Galloway Road at Sleepy Hill Road Roundabout Alternatives Analysis and Design, Polk County, FL: Traffic engineer for the design of a single-lane roundabout. An alternatives analysis was performed comparing signalized and roundabout alternatives and a single-lane roundabout was ultimately selected based on various factors. In addition to roadway and drainage improvements, the design also included lighting, signing, and pavement markings elements. *Fee: $189k.*

Polk County | East Main Street at Combee Road Intersection Improvements, Polk County, Florida: Traffic technical leader responsible for the traffic analysis and design for adding a 400-foot westbound right-turn lane at Main Street and Combee Road. A pedestrian signal head in the northeast quadrant will be relocated. *Fee: $138k.*

FDOT District Seven | US 41 at CSX South of Causeway Boulevard, Hillsborough County, FL: Project engineer for this Statewide Acceleration Transformation (SWAT) process project which involves reevaluating the US 41 PD&E study (completed in 1994) and preparing final design plans for the preferred alternative. The design scope includes a concrete bridge over Delaney Creek, concrete bridge over 36th Avenue, and a steel bridge over the CSX railroad. The analysis for all three of these bridges involved complex geotechnical, hydraulic (floodplain), and maintenance of traffic considerations. Andy is responsible for all traffic design, including signals, signing/marking, lighting, and ITS design. *Fee: $9.6M.*

City of Winter Haven | CEI Services for the Logistics Parkway Extension, Winter Haven, FL: Traffic engineer for this project that will be built in two phases to connect Eloise Loop Road and SR 60 in Winter Haven, as well as provide additional access to the CSX Intermodal Center, Florida Can Company, and other commercial and residential properties. This project consists of a new two-lane roadway with a new alignment to the south of the City of Winter Haven Wastewater Treatment Plant connecting to SR 60 and reconstruction of existing roadway to the north of the plant tying into Eloise Loop Road. The project will improve the north and south mobility, support future development, and provide a connection to this growing industrial area for residents of the City of Winter Haven. *Contract Amount: $1.4M.*

City of Bonita Springs | US 41 at Bonita Beach Road Northwest Quadrant Roadway, Bonita Springs, FL: Traffic engineer responsible for traffic analysis and development of signing, pavement marking, and lighting plans. This project involves the design of a one-mile-long two-lane undivided new roadway in the northwest quadrant of the US 41 at Bonita Beach Road intersection to relieve excessive queueing. The project includes a continuous flow intersection (CFI) at Windsor Road and Bonita Beach Road. Advanced SYNCHRO modeling was used to fine-tune the queue lengths and operational properties of the innovative intersection. *Fee: $1.9M.*



BRAD MCMAHEN, PE

ENGINEERING SERVICES - WATER/WASTEWATER UTILITIES REVIEW

Total Years of Experience

» 28

Education

» Bachelor of Science, Environmental Engineering, University of Central Florida

Registration

» Professional Engineer, FL

Title

» Practice Development Manager

Brad's experience includes planning, permitting, design, and construction of pump stations, water treatment plants, and wastewater treatment plants for municipal clients in Florida. His extensive experience also includes providing management consulting for public and private clients with water/wastewater utility system valuations, assisting with utility system mergers and acquisitions, and preparing cost-of-service studies. He holds multiple wastewater patents and has an extensive history of experience that includes the preparation of utility master plans, capital improvement programs, technical and financial analyses, as well as hydraulic modeling and evaluation. As manager of multiple on-call professional service contracts, Brad ensures that each task follows RK&K's standardized Quality Assurance/Quality Control (QA/QC) Procedures to ensure that our team provides the highest quality deliverables to our clients.

Related Project Experience

City of Lakeland, FL | Drane Field Rd (SR 572) Utility Improvements, Lakeland, FL: Project manager responsible for coordination and design of pipeline relocations and hydraulic improvements associated with an FDOT roadway expansion project. Approximately 2,000' of 12-inch AC pipe was removed, along with out-of-service utilities, and was replaced with 12-inch PVC. Additional work involved constructing PVC water mains, realigning a sewer forcemain with a new manhole penetration, and installing a new 8-inch PVC wastewater forcemain, which was installed beneath the new roadway and capped to support future development. *Fee: $149k.*

City of Marco Island | North Collier Boulevard Water Main Connection, Marco Island, FL: Project manager for this task that involved the design of an interconnection of a recently constructed 12-inch polyvinyl chloride (PVC) potable water main (PWM) along North Collier Boulevard with an existing 6-inch asbestos cement (AC) PWM along North Barfield Drive. The purpose of the interconnection is to improve system hydraulics and the overall level of service. The proposed pipe route will extend approximately 200 linear feet (LF) across a City-owned park located at the southwest corner of the intersection of North Collier Boulevard and North Barfield Drive. The existing 12-inch PWM was constructed with a valve and blind flagged stub out allowing for this connection while the 6-inch connection would require a tap-in place to keep both PWMs in service during construction. *Fee: $36k.*

City of Marco Island | Water/Wastewater Engineering Services Continuing Contract, Marco Island, FL: Client manager/project manager responsible for pipeline design, regulatory permitting, hydraulic evaluations, and ASR O&M Manual Updates. Under this contract, RK&K provided support in the following technical areas: water distribution/wastewater collection system engineering; groundwater, ASR well design/ analysis/permitting; site infrastructure/drainage/development design and permitting; regulatory permitting, reporting and engineering study preparation; and grant assistance. *Fee: $115k.*

Orange County Utilities | Orange County Utilities Influent Pump Station Dewatering, Orange County, FL: QC reviewer responsible for conducting a QC review of the technical report related to the dewatering of an influent pump station. The contractor's dewatering subcontractor encountered difficulty reaching the required (Surficial) aquifer-level depression for the shoring systems inside the excavation, between the inner and outer sheet pile walls and outside the proposed Orange County Utilities' pump station structure utilizing a multi-stage eductor dewatering system. RK&K was brought in by MWHC to: 1) conduct a hydrogeological review of the Dewatering Plan and related documents; 2) provide an opinion on issues identified in the Dewatering Plan and on the proposed Plan modifications; 3) recommend alternatives that had not previously been suggested or considered by the subcontractor; and 4) conduct field observations and attend meetings between MWHC and their subcontractors. The results of our investigations indicated that some of the eductors and groundwater monitor wells were not functioning properly, the dewatering system was discharging an unknown volume of water and that vertical hydrostatic pressure could be a contributing factor due to neighboring surface water features. *Fee: $15k.*



VISHAL VERMA, PE

ENGINEERING SERVICES - FLOODPLAIN IMPACTS REVIEW | FLOODPLAIN MANAGEMENT

Vishal's experience includes drainage engineering for major and minor projects in the design, Project Development & Environmental (PD&E), and construction phases. He has worked on watershed models, stream restoration projects, bridge replacements, and right-of-way improvement projects. Vishal has provided exemplary service to a wide range of clients including the Florida Department of Transportation (FDOT), Polk County, City of Lakeland, Sarasota County, Brevard County, Florida Power and Light, and several municipalities and agencies throughout Florida

Total Years of Experience

» 8

Education

» Master of Science, Civil Engineering, Embry-Riddle Aeronautical University

» Bachelor of Science, Civil Engineering, Embry-Riddle Aeronautical University

Registration

» Professional Engineer, FL

Training

» Qualified Stormwater Management Inspector, FL DEP

» 10-Hour Excavation, Trenching Compliant, Competent Person

»

Title

» Project Engineer II

Related Project Experience

Polk County | Fort Fraser Trail Analysis and Design, Polk County, FL: Engineering intern responsible for assisting with cross section preparation and plans production for the design of a 2.5-mile extension of the Fort Fraser Trail. The existing Fort Fraser Trail is a shared-use path on the east side of Bartow Road (US 98) south of Winter Lake Road. The existing trail will extend approximately 2.5 miles west along Winter Lake Road, through the Sanlan Property, and north along Lakeland Highlands Road to the intersection of Lakeland Highlands Road and Glendale Street. The proposed shared use path segments will be 8-12 feet wide and sidewalk segments will be 5-6 feet wide. Adjacent swales will be constructed within a 40-foot ROW and easement corridor between Winter Lake Road and Lakeland Highlands Road. The design includes a partially covered 175-ft prefabricated steel truss pedestrian bridge over surface water just south of Polk Parkway between Stagecoach Road and Lakeland Highlands Road in Segment Two. *Fee: $628k.*

Polk County | Indian Woods Trail Drainage Improvements, Polk County, FL: Engineering intern responsible for watershed modeling and evaluation. The project involves investigating existing drainage issues, including standing water in roadside ditches for long durations, within the Indian Woods Trail Subdivision. Scope includes conducting a watershed evaluation to determine the cause of the slow drainage, as well as preparing potential design alternatives to update the existing drainage system. Design and construction are funded by ARPA funds. *Fee: $277k.*

Polk County | Creekwater Drive Drainage Improvements, Polk County, FL: Engineering intern responsible for hydraulic modeling in SWMM and culvert design. Creekwater Drive is subject to overtopping due to an undersized culvert with inadequate outfall. The project involves conducting a watershed evaluation of the existing system to determine potential alternatives to updating the existing drainage system. Design and construction for this project is funded by American Rescue Plan Act (ARPA) funds. *Fee: $179k*

Polk County | Lake Victoria Outfalls Drainage Improvements, Polk County, FL: Engineering intern responsible for hydraulic modeling and stormwater management design. The project involves completing a watershed evaluation of the existing Lake Victoria drainage system and developing potential design alternatives. Lake Victoria is a residential community that was constructed around a network of abandoned phosphate lakes on the west side of Scott Lake Road. In addition to watershed modeling and design, the scope includes storm pipe dewatering and CCTV inspection of the existing closed drainage system. *Fee: $323k*

City of Bonita Springs | US 41 at Bonita Beach Road Northwest Quadrant Roadway, Bonita Springs, FL: Engineering intern responsible for hydraulic modeling and pond siting. This project involves the design of a one-mile-long two-lane undivided new roadway in the northwest quadrant of the US 41 at Bonita Beach Road intersection to relieve excessive queueing. The project includes a continuous flow intersection at Windsor Road and Bonita Beach Road. Advanced SYNCHRO modeling was used to fine-tune the queue lengths and operational properties of the innovative intersection. *Fee: $1.9M.*



BRETT BERUBE

ENGINEERING SERVICES - WETLANDS/ENVIRONMENTAL IMPACTS REVIEW

Brett's diverse experience includes performing protected species surveys, wetland habitat assessments and jurisdictional determinations, environmental regulatory and resource agency coordination, and preparing documents for environmental permit applications. His professional experience includes gopher tortoise surveys and relocations/exclusions, documentation of river water quality, supervision of mitigation site planting, and assistance on wetland delineations. Brett is certified as an Authorized Gopher Tortoise Agent through the Florida Fish and Wildlife Conservation Commission. He is accomplished in Geographic Information System (GIS) applications for cartography and analysis and is knowledgeable in many aspects of the FDOT's PD&E process.

Total Years of Experience

» 10

Education

» Bachelor of Science, Biology, University of South Florida

Training

» Authorized Gopher Tortoise Agent #GTA-16-00106A, Florida Fish and Wildlife Conservation Commission

» FAA Remote Pilot, FAA, 4358251

» First Aid/CPR/AED Certified, ARC, 0072CCT

Title

» Project Environmental Scientist III

Related Project Experience

Polk County | Fort Fraser Trail Extension Analysis and Design, Polk County, FL: Environmental scientist responsible for environmental data collection, documentation, permitting, and oversight for the alternatives analysis and design phases of this project. The existing Fort Fraser Trail is a shared-use path on the east side of Bartow Road (US 98) south of Winter Lake Road in Polk County, Florida. This new portion will extend the existing trail approximately 2.5 miles west along Winter Lake Road, through the Sanlan Property, and north along Lakeland Highlands Road to the intersection of Lakeland Highlands Road and Glendale Street. A future trail on Glendale Street is being planned by the City of Lakeland and will connect the new trail to the Three Parks Trail. The trail extension is compliant with SUN trail design criteria. *Fee: $628k.*

Polk County | Galloway Road at Sleepy Hill Road Roundabout Alternatives Analysis and Design, Polk County, Florida: Environmental scientist responsible for environmental data collection, documentation,and permit application preparation. Galloway Road and Sleepy Hill Road are existing two-lane undivided rural roadways with no bicycle or pedestrian features. Both facilities are owned and maintained by Polk County. The existing four-leg intersection functions as a two-way stop-controlled facility with stop signs on Sleepy Hill Road. RK&K compared intersection alternatives for a roundabout and a traffic signal based on operations, safety, and cost. Due to the operational and geometric safety benefits (vehicle angles and speeds at conflict points, in addition to having lower conflict points overall), the single-lane roundabout was selected and subsequently designed. RK&K developed final design and construction plans for the roundabout including roadway, drainage, stormwater, lighting, signing, and pavement marking improvements. *Fee: $189k.*

Polk County | CR 557 (Buena Vista Drive) Widening Alignment Study and Preliminary Design, Polk County, FL: Environmental scientist responsible for habitat and species review services, as well as assisting with the production of the Natural Resources Evaluation. This alignment study examined the widening of CR557 from the south side of the I-4 Interchange to the north side of the railroad crossing near US 92 in Lake Alfred. *Fee: $188k.*

FDOT District One | Environmental Management Office Continuing Services Contract, Charlotte, Collier, DeSoto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Okeechobee, Polk, and Sarasota Counties, FL: Environmental scientist responsible for conducting field review activities, preparing environmental documentation, and certifying minor highway projects. The contract involves serving as an extension of the Department's resources by providing qualified technical and professional personnel for a wide range of engineering, environmental, and management tasks. Brett's responsibilities also include uploading files to the SharePoint site, as well as providing SharePoint maintenance. Maintenance activities that involve troubleshooting errors with IT, inventorying projects, reviewing hard copy documents to determine archiving, renaming files, deleting duplicative files and extraneous folders, consolidating files, and updating metadata. *Fee: $5M.*



JEFF SICHERI

INSPECTORS

Jeff has extensive experience as a general contractor and in the construction engineering and inspection (CEI) field. Jeff's experience includes serving as a superintendent, building inspector, and CEI senior inspector for roadway and bridge projects. He has performed inspection for asphalt paving, Intelligent Transportation Systems (ITS), signalization, retained earth walls and bridges as well as earthwork density testing, concrete sampling and testing. He also performed CEI inspection on limited access facilities including mainline and ramp toll plazas, and administration buildings.

Total Years of Experience

» 45

Education

» High School Diploma, Roam Free Academy

Training

» CTQP Asphalt Paving Level 1 & 2
» CTQP Concrete Field Tech Level 1
» CTQP Earthwork Construction Level 1 & 2
» CTQP Final Estimates Level 1
» FDOT Intermediate MOT
» ACI Concrete Field Testing
» Troxler Nuclear Certified
» OSHA 10 Hour Safety Course
» DEP Stormwater Management Inspector #25272
» FDOT Project Engineer School, 1998
» FEMA 632.a – Debris Operations

Title

» Senior Inspector

Related Project Experience

FDOT District Seven | SR 52 Realignment from Uradco Place to West of Fort King Road, Contract CAA76, Pasco County, FL: Senior Inspector responsible for all project roadway-related activities including embankment, subgrade, base, asphalt, drainage, ITS, lighting, signing, Maintenance of Traffic (MOT), erosion control, subsoil excavation, and mechanically stabilized earth (MSE) wall. This seven-mile project constructs a four-lane divided roadway consisting of four 11-foot lanes and a seven-foot bike lane in each direction. The full depth construction consists of both flexible and rigid pavement designs, including 162,000 SY of concrete pavement. Other project elements include Utility Work by Highway Contractor Agreements (UWHCA) and utility adjustments; extensive drainage and pond construction; significant earthwork including subsoil excavation and debris removal; a variety of structures such as MSE walls, sheet pile walls, gravity walls, box and bridge culverts; pedestrian/bicycle and bullet railing; signing and pavement markings; lighting; and signalization. *Contract Amount: $81M.*

FDOT District One | SR 546 from Wabash Avenue to East Gary Road, Contract C9P45, Polk County, FL: Senior inspector responsible for all project roadway- related activities to include asphalt, drainage MOT, erosion control, subsoil excavation, and signalization. The improvements under this contract consist of rigid pavement rehabilitation, sidewalk, curb and gutter, lighting, signalization, pavement marking and signing along SR 546 from Wabash Avenue easterly for 3.971 miles to east of Gary Road. *Contract Amount: $4.5M.*

FDOT District One | SR 60 from Myrtle Avenue to Dude Ranch Road, Polk County, FL: Senior inspector responsible for all project roadway-related activities to include embankment, asphalt, drainage MOT, erosion control, subsoil excavation, and MSE wall. The project consists of milling and resurfacing, widening, base work, shoulder treatment, drainage improvements, guardrail and signing, and pavement marking on SR 60 from Myrtle Avenue easterly 1.986 miles to Dude Ranch Road. *Contract Amount: $2.8M.*

Florida's Turnpike Enterprise | Widen Beachline from I-4 to Turnpike Mainline MP 0- MP4.3, Orange County, FL: Senior inspector responsible for all project roadway-related activities including embankment, subgrade, base, asphalt, drainage, ITS, lighting, signing, MOT, erosion control, subsoil excavation, and MSE Wall. This is a project to widen the western section of the Beachline West Expressway/SR 528 from I-4 to the Turnpike/SR 91 from four to eight lanes. This four-mile segment of roadway in Orange County regularly experiences periodic congestion with an estimated 80,000 daily users. The widening of this facility will add two new express lanes in each direction, allowing drivers to choose between the express lanes or the general use lanes. *Contract Amount: $92M.*



HELEN EATON

INSPECTORS

Helen has experience in CEI of major/minor bridges and roadways for the Central Florida Expressway Authority and the Florida Department of Transportation (FDOT). Her experience includes pile driving (sheet, pipe, and concrete piles), drilled shafts, temporary bridge construction, land and barge construction inspection of bridges, post-tensioning, asphalt paving, barrier walls, mechanically stabilized earth (MSE) walls, slope pavement, and approach slabs.

Total Years of Experience

» 42

Education

» Associate of Arts, General Studies, Lake City Community College

Training

» CTQP Asphalt Paving Level 1 & 2
» CTQP Concrete Field Tech Level 1 & 2
» CTQP Drilled Shaft
» CTQP Earthwork Construction Level 1 & 2
» CTQP Final Estimates Level 1
» CTQP Grouting Tech Level 1
» CTQP Pile Driving
» CTWP Post-Tensioning Tech Level 1
» ACI Concrete Field Testing Tech Grade I
» ACI CTCI
» ASBI Grouting Certification
» PTI Multistrand & Grouted PT Installation Level 1
» FDEP Stormwater Inspector #2386
» FDOT Intermediate MOT
» Troxler Nuclear Safety Cert
» MSE Wall Inspector
» Augercast Pile Inspector
» Structural Masonry Inspector

Title

» Senior Inspector

Related Project Experience

Central Florida Expressway Authority (CFX) | SR 516 Lake/Orange Expressway from Lake/Orange County Line to SR 429, Project No. 516-238: Senior bridge inspector responsible for all bridge operations as well as oversight of the inspection staff. SR 516 is a new limited access expressway that expands CFX's system by connecting US 27 in South Lake County to SR 429 in Orange County. This project constructs SR 516 from the Lake/Orange County Line to SR 429 and includes a systems interchange at SR 429; including five new bridges, four bridge widenings, six new all electronic tolling (AET) sites, significant wall construction and earthwork. The work also includes improvements to signing, lighting, ITS & Fiber Optic Network (FON). *Construction Amount: $178M.*

FDOT District One | SR 700 (US 98) Peace River-Ft Meade at Br # 0064 (John Singletary Br); SR 700 (US 98) from Church Avenue to Washington Avenue, Polk County, FL: Senior bridge inspector responsible for all bridge operations as well as oversight of the inspection staff. One will replace the existing John Singletary Bridge over the Peace River, and the other will completely revitalize a drainage system in a residential area along US 98. The projects will interconnect and let as one contract. The John Singletary Bridge was built in 1931 and is of historic significance to the area. Our team will coordinate with the historical society to repurpose some of the existing bridge rail. *Construction Amount: $18.9M.*

Polk County | Land Development Inspection, Polk County, FL: Land Development inspector 2 responsible for tracking, inspecting, and documenting all activities in the project area. RK&K was selected to perform land development inspection on various locations within Polk County. The inspection personnel will perform utility (water, wastewater, reclaimed water), roadway, pavement, culvert, drainage system, and related site development construction inspections to ensure compliance with the approved construction plans, specifications, and related permits. *Contract Amount: $1.6M.*

Central Florida Expressway Authority | SR 528/SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod Road, Contract 001530, Orange County, FL: Senior inspector responsible for all bridge operations as well as oversight of the inspection staff. This project consisted of SR 528/SR 436 Interchange improvements and SR 528 widening from SR 436 to Goldenrod. This project was considered a Project of Critical Concern as it is the "Gateway to Orlando" from Orlando International Airport. Construction activities included seven new bridge structures, demolition, utility relocation/coordination, drainage, grading, paving, signage, striping, lighting, Intelligent Transportation Systems (ITS), and other incidentals necessary under a compressed schedule. *Contract Amount: $118M.*



MICHAEL PHILLIPS

INSPECTORS

Michael has extensive knowledge in the construction engineering and inspection (CEI) industry. He has proven experience effectively managing construction projects. Michael has also demonstrated how efficiently and effectively he can manage and support the project field team. His experience includes coordination with clients, local government officials, and stakeholders. He is a certified ACI concrete field technician, TDOT asphalt roadway inspection, TDOT soils and aggregate inspection, OSHA level 1, TDOT nuclear gauge certification, nuclear gauge safety certification, and EPSC certification

Total Years of Experience

» 24

Education

» High School Diploma, Auburndale Senior High School

Training

» CTQP Asphalt Paving Tech Level 1 & 2
» CTQP Construction Field Technician Level 1
» CTQP Drilled Shaft (Pending)
» CTQP Earthwork Level 1 & 2
» CTQP Final Estimates Level 1
» CTQP Pile Driving (Pending)
» ACI Concrete Field Technician
» EPSC Certification
» FDOT Advanced MOT
» FDOT Concrete Field Spec
» FDEP Stormwater, Erosion and Sediment Control
» FDOT Construction Math
» FDOT Pipe Placement
» FDOT Plans Reading
» Nuclear Gauge Safety Certification
» OSHA-10-hour
» TDOT Asphalt Roadway Inspection
» TDOT Soils and Aggregate Inspection

Title

» Senior Inspector

Related Project Experience

Polk County | Land Development Inspection, RFP 22-538, Polk County, FL: Land Development inspector 2 responsible for tracking, inspecting, and documenting all activities in the project area. RK&K has served the Polk County Land Development Division by providing inspection staff to assist with the heavy volume of private development projects throughout Polk County, FL. The inspectors ensure compliance with the approved construction plans, specifications, and related permits in accordance with Polk County Land Development Code. Responsibilities included the inspection of utilities such as water and wastewater, drainage and culverts, earthwork and base construction, asphalt pavement placement, various concrete elements, as well as signs and pavement markings. *Contract Amount: $1.6M.*

FDOT District Two | Hurricane Helene Damage Assessment, H2309, Districtwide, FL: Senior inspector on this task assignment to provide damage assessments because of Hurricane Helene. As a subconsultant, RK&K provided CEI services including field investigations, scope development support, and operations continuity. *Contract Amount: N/A.*

Smith, Seckham, Reid | CEI technician responsible for managing commercial construction projects with general contractors, subcontractors, engineers, and architects; directing day-to-day operational aspects of projects as well as monitoring the progress of construction activities; ensured sites were compliant with OSHA, state, and local regulations; Put together estimates, specifications and other project documents. Michael held construction progress and status meetings with the project team, produced regular project update reports for senior business leadership, verified completed projects met approved time, quality, and cost estimates; kept detailed track of daily progress and productivity and analyzed data to identify and correct holdups; formulated quality assurance and safety standards to comply with construction plans; resolved installation inefficiencies to reduce project lags and promote on-time deliverables; identified and resolved construction issues promptly to prevent delays; collaborated with contractors, architects, engineers, and public agencies to complete projects within timeline limitations and budget constraints; performed regular job site observations to provide direction for general contractor personnel and subcontractor laborers; monitored construction sites for compliance with safety regulations and adherence to standards; and coordinated with site personnel, clients and local government officials to achieve on-time project delivery.



CARLOS ROMAN

INSPECTORS

Carlos has experience in the road and bridge construction industry, spending time as a quality control technician and as a Construction Engineering and Inspection (CEI) Inspector. He is knowledgeable of FDOT inspection and testing requirements and is also familiar with the requirements of the Field Standards for Final Estimates, FDOT Standard Specifications, FDOT Standard Indexes, and the Construction Project Administration Manual (CPAM). Carlos has demonstrated his competence on every project he works on and is consistent, dependable, and accurate in carrying out his responsibilities to a successful conclusion

Total Years of Experience

» 6

Education

» Bachelor of Science, Criminology, Pontifical University Catholic of Puerto Rico

Training

» CTQP Asphalt Paving Level 1 & 2
» CTQP Concrete Field Tech
» CTQP Earthwork Construction Level 1 & 2
» CTQP Final Estimates Level 1
» CTQP Drilled Shaft (Pending)
» ACI Concrete Inspector Level 1
» Advanced MOT
» MSE Wall Inspector
» Nuclear Radiation Safety
» FL Qualified Stormwater Management Inspector
» OSHA 10 Hour

Title

» Senior Inspector

Related Project Experience

FDOT District Seven | Westshore Early Works CEI Grouping, Hillsborough County, FL, FPID 447976-2: Inspector responsible for documentation of the contractors' daily activities for adherence to contract plans and specifications; test and verify quantities of earthwork and concrete materials; maintain earthwork density logbooks; track quantities for payment and enter in field books and on-site source database and monitor maintenance of traffic. This project is in the heart of Tampa, Florida and it involves full CEI services to oversee and manage adding turn lanes to SR 60 at W. Kennedy Boulevard in Tampa. This intersection will provide three right turn movements from W. Kennedy Boulevard onto SR 60 and three left turn movements from SR 60 onto W. Kennedy Boulevard. Other improvements to this intersection include replacing the existing traffic signals with hurricane-resistant poles and installing new overhead sign structures. *Contract Amount: $5.2M.*

FDOT District Seven | CEI Services for I-4 from SR 557 to Osceola County Line, FPID 446345-1, Polk County, FL: Inspector responsible for monitoring the contractor's daily activities for adherence to the contract plans and specifications; inspecting and conducting QC for field testing and sampling for earthwork and concrete; maintaining density log books, and tracking quantities for payment and entering into the site source database. The project will mill and resurfaces 8-miles of Interstate 4 from SR 557 to Osceola County line. The project includes on and off ramps as well as the improvements traffic monitoring sites, wrong-way vehicle driving detection, replacement of guardrail, and signing and pavement. This is a pilot project for Smart Work Zones. *Contract Amount: $16.7M.*

FDOT District Seven | SR 52 Realignment from Uradco Place to West of Fort King Road, FPID 435142-1, Pasco County, FL: Inspector responsible for monitoring the contractor's daily activities for adherence to the contract plans and specifications; the inspection and verification for the field testing and sampling for earthwork and concrete; maintaining density log books and tracking quantities for payment and entering into the site source database, the inspection of various structural and non-structural concrete elements, asphalt paving, drainage, earthwork, and landscaping. This seven-mile project constructs a four-lane, divided roadway consisting of four, 11-foot lanes and a seven-foot bike lane in each direction. The full-depth construction consists of both flexible and rigid pavement designs, including 162,000 Square Yards of concrete pavement. Other project elements include Utility Work by Highway Contractor Agreements (UWHCA) and significant utility adjustments; extensive drainage and pond construction; significant earthwork which includes subsoil excavation and debris removal; a variety of structures such as Mechanically Stabilized Earth (MSE) walls, sheet pile walls, gravity walls, and box and bridge culverts; pedestrian/bicycle and bullet railing; signing and pavement markings; roadway lighting; and signalization. *Contract Amount: $81M.*



TOMAS RUMBOS

INSPECTORS

Tomas is a seasoned construction engineering inspector with extensive experience across major infrastructure projects in Florida, including work with the Central Florida Expressway Authority (CFX), Florida Department of Transportation (FDOT), and Polk County. He has led inspection teams on high-profile expressway expansions such as SR 516 and SR 528, overseeing bridge construction, tolling systems, and ITS installations. His expertise spans earthwork, concrete, and asphalt testing, as well as documentation, quantity tracking, and compliance verification. Known for his adaptability, leadership, and attention to detail, Tomas consistently delivers quality results and exceeds expectations in both roadway and land development inspections.

Total Years of Experience

» 6

Education

» Bachelor of Science, Civil Engineering, Polytechnic University of Puerto Rico (Orlando Campus)

Registration

» Professional Engineer, FL

Training

» CTQP Asphalt Paving Level 1 & 2
» CTQP Concrete Field Tech Level 1
» CTQP Drilled Shaft
» CTQP Earthwork Construction Level 1 & 2
» CTQP Final Estimates Level 1
» CTQP Pile Driving
» ACI Concrete Field Tech Level 1
» FDEP Stormwater Erosion and Sedimentation Control Inspector Certification Program
» FDOT Auger Cast Pile Inspector
» FDOT Intermediate MOT
» IMSA Traffic Signal Inspector Level 1
» MSA Traffic Signal Technician Level 1
» Nuclear Radiation Safety
» OSHA 10-Hour Construction
» UAS Remote Pilot #4893005

Title

» Senior Inspector

Related Project Experience

Central Florida Expressway Authority (CFX) | SR 516 Lake/Orange Expressway from Lake/Orange County Line to SR 429, Project No. 516-238: Senior inspector responsible for supervising construction inspection staff, documentation of the contractors' daily activities for adherence to contract plans and specifications. SR 516 is a new limited access expressway that expands CFX's System by connecting US 27 in South Lake County to SR 429 in Orange County. This project constructs SR 516 from the Lake/Orange County Line to SR 429 and includes a systems interchange at SR 429; including five new bridges, four bridge widenings, six new all electronic tolling (AET) sites, significant wall construction and earthwork. The work also includes improvements to signing, lighting, ITS & Fiber Optic Network (FON). *Contract Amount: $178M.*

Polk County | Land Development Inspection, RFP 22-538, Polk County, FL: Land Development inspector 2 responsible for tracking, inspecting, and documenting all activities in the project area. RK&K was selected to perform Land Development Inspection services on various locations in Polk County. The inspection personnel will perform utility (water, wastewater, reclaimed water), roadway, pavement, culvert, drainage system, and related site development construction inspections to ensure compliance with the approved construction plans, specifications, and related permits. *Contract Amount: $1.4M.*

Central Florida Expressway Authority | CFX Systemwide, FL: Senior Inspector responsible for supervising construction inspection staff, contractor's daily activities for adherence to the contract plans and specifications; inspecting and conducting QC for the field testing and sampling for earthwork and concrete; maintaining density logbooks and tracking quantities for payment. *Contract Amount: $7M.*

Central Florida Expressway Authority | SR 528/SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod Road, Contract 001530, Orange County, FL: Senior Inspector responsible for supervising construction inspection staff, documentation of the contractors' daily activities for adherence to contract plans and specifications; test and verify quantities of earthwork and concrete materials; maintain earthwork density logbooks; inspect reinforcement steel and formwork for bridge components, approach slabs, and barrier walls; track quantities for payment and enter in field books and on-site source database, and monitor maintenance of traffic. This project included the SR 528 / SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod. This project was considered a Project of Critical Concern as it is the "Gateway to Orlando" from the Orlando International Airport. Construction activities included the construction of seven new bridge structures, demolition, utility relocation/coordination, drainage, grading, paving, signage, striping, lighting, ITS components, and other incidentals necessary for the proposed improvements under a compressed schedule. *Contract Amount: $118M.*



ISRAEL SANTIAGO

INSPECTORS

Israel is a utility senior inspector with extensive experience across Florida. His experience includes construction and design projects for pump stations, water treatment plants, and wastewater treatment plants.

Total Years of Experience

» 25

Education

» Associate of Science, Computer Aided Drafting Technology, ITT Technical Institute

Title

» Senior Inspector

Related Project Experience

Charlotte County | Utilities Burnt Store WRF Expansion, Charlotte, FL: Utility inspector for this project that included hydraulic improvements to the reclaimed water system, based on the initial expansion, will be included in the preliminary engineering report. Recommended transmission system improvements to distribute reclaimed water to the Burnt Store Marina, Tern Bay, and a possibly future connection with the City of Punta Gorda will be identified. The option to use the existing WRF tanks as reclaimed water storage will be considered based on tank volume. Evaluation of the existing tank conditions is not included in this scope of services. The site plan for the proposed WRF will consider the need for future reclaimed water storage tanks. *Fee: N/A.*

Pasco County | Shady Hills WWTP Headworks Replacement, Pasco County, FL: Civil senior designer for this project. Shady Hills is currently the largest WWTP owned and operated by Pasco County and its service area continues to grow. Consequently, this project for the County is to replace the existing headworks with a new headworks system capable of meeting current flows of 9.5 MGD AADF and future flows of 20 MGD AADF for the next 25 years (2045) with a peak day factor of 2.5; and to be equipped with components comparable to those at the County's other existing WWTPs to provide consistency and streamline operations and maintenance activities. The new headworks must also be able to meet industry standard removal efficiencies under the variable flow range expressed above; of which, our team is most familiar and will make this a priority throughout design. *Fee: N/A.*

Reclaimed Water Transmission Main | Caloosahatchee River Crossing, Cape Coral, FL: BIM civil design for this reclaimed water transmission main across the Caloosahatchee River. The proposed 14,600-foot transmission main will run from an interconnection with the City of Cape Coral's Everest water reclamation facility and extend across the Caloosahatchee River to a point of interconnection located near the south side of the Midpoint Bridge in the City of Fort Myers. *Fee: N/A.*

NEWRF Distribution Pump Station Replacement, St. Petersburg, FL: Civil senior designer responsible for preliminary design, detailed design, bidding, and construction phase services. The project required the design and installation of a new distribution/effluent pump station to replace the existing pump stations and handle effluent disposal along with reuse effluent distribution. New flow meters, controls, and sampling will be addressed in this project along with the new structure. The goal was to design a reliable station with redundant safeguards to prevent any overflows from occurring. *Fee: $850k.*

Airport Subregional Wastewater Treatment Plant Phase III Expansion, Hernando County, FL: Civil senior designer responsible design support services for construction review for an expansion from 3.5 to 6 mgd AADF and process conversion to meet effluent total nitrogen of 3 mg/L. The project developed an innovative 4 mgd ADF step-feed BNR process that required approximately half of the volume and power consumption compared to the previously planned four-stage BNR process. This resulted in over $8 million in capital cost savings and $10 million in lifecycle cost savings. *Contract Amount: $24M.*

Subconsultant Information

In addition to RK&K's talented staff, we have added specialty subconsultants to supplement our capabilities and services. RK&K has excellent working relationships with these firms, which enhances our ability to successfully support the County's goals. Brief descriptions for our subconsultants are shown below, followed by copies of resumes of each firm's key proposed staff.

Artemis Consulting Collective Inc. (Artemis) has been in business since 2018. The firm effectively supports a wide variety of clients including private firms, state and local agencies, city and county governments, as well as transportation authorities. As a ***woman-owned small business***, the firm helps clients meet diversity and small business inclusion goals. Artemis brings a depth of technical expertise that is directly aligned with Polk County's needs. Artemis includes seasoned professionals with extensive regulatory and project experience across Florida. They regularly assist clients like FDOT, Tampa Bay Water, counties and cities with the exact services listed in this RFP including: wetland delineation, wetland mitigation design and permitting, infrastructure permitting, hydrologic services, endangered species surveys, floodplain management issues and more.

ELEMENT Engineering Group, LLC (ELEMENT) has partnered with Polk County for over seven years. A ***minority-owned business*** located in Tampa, ELEMENT's experience includes traffic/roadway engineering services, survey, subsurface utility engineering (SUE), and utility coordination. Through their many projects in Polk County and FDOT District One, ELEMENT has developed an in-depth understanding of the County's processes and procedures. ELEMENT recognizes that each project is unique and approach every assignment with innovative yet practical ideas. ELEMENT's survey and UC teams include five licensed professional surveyors, two Surveyors-In-Training, six survey technicians including two that are Certified Survey Technician III and IV, and eight survey field crews, and 10 utility coordinators. Their traffic and roadway teams include 13 licensed professional engineers and six engineering interns, allowing them to respond efficiently to the full range of responsibilities required for this project.

Four Waters Engineering, Inc. (4Waters) is a multidisciplinary consulting firm offering a wide range of environmental and civil engineering services focused on finding sustainable solutions for water-related issues. 4Waters is a ***woman-owned small business*** founded in Florida in 2015 to provide a variety of comprehensive solutions for stormwater systems, site development, utility infrastructure, and GIS development and management. 4Waters engineers and staff have extensive experience assisting clients with stormwater-related services including drainage and watershed analysis, stormwater inventory collection and evaluation, stormwater master planning, regulatory compliance and permitting, stormwater management and retrofit design, hydraulic and hydrologic modeling, and construction administration. They offer solutions tailored to meet each individual project's needs, often using GIS database analysis to address site-specific issues

Madrid Engineering Group, Inc. d/b/a Madrid CPWG (Madrid) has been providing geotechnical engineering and construction materials testing services to various clients and owners throughout Florida since 1971. They have also served various water management districts and agencies including SFWMD, SWFWMD, Polk County Utilities etc. since our inception. Madrid is experienced in water-wastewater, transportation, commercial, institutional, and residential market sectors. They have been involved in alternative/collaborative delivery as well as the conventional design-bid-build delivery mechanisms. Madrid is a ***certified DBE by the State of Florida (Woman-owned)***.

Miller, Legg & Associates, Inc. (Miller Legg) is a 60-year-old statewide award-winning consulting firm that brings together the elements of landscape architecture and urban design, planning, civil engineering, environmental wetlands consulting, surveying, and geographic information systems services. The firm has a landscape architecture department of 11 staff including Registered Landscape Architects, Certified Arborists, and Landscape and Irrigation Designers. Miller Legg is headquarters in Sunrise, FL and has a Tampa office, from which landscape architecture services will be provided to Polk County.

The firm's landscape architecture and urban design services include: plan review, parks, recreation and open space planning, commercial planning, urban design, streetscape, signage design, graphic design, planting, hardscape, irrigation, project theming, contract administration, construction observation services, horticultural consulting and arboriculture. Miller Legg works successfully to improve communities and create environments for a variety of clients. This offers our clients a firm of seasoned professionals who are leaders in the Florida consulting industry and understand the important role staff augmentation service contracts play within counties and municipalities throughout Florida.

Kristi Savio, PWS, GTA

Senior Environmental Specialist

ARTEMIS CONSULTING COLLECTIVE



Kristi is a Senior Environmental Specialist with 13 years of experience with transportation projects from planning to construction; and ecological and environmental permitting projects. She specializes in FDOT PD&E Studies and design and associated environmental analysis and documentation, including wetlands and other surface water, protected species and habitat, Section 4(f) resources, Type 2 CEs, Re-evaluations, Type 1 CEs, and NMSAs. Her fieldwork experience includes wetland delineations; listed species surveys, including Florida bonneted bat, listed plants, and gopher tortoise surveys, excavations, and relocations; and wildlife crossing monitoring. Kristi joined Artemis in September 2023.

Specialties and Skills

- FDOT PD&E Studies
- FDOT Design
- Environmental Impact Reviews
- Plans Reviews
- NEPA Reviews
- Wetlands
- Protected Species

Education

- Master of Science in Environmental Science and Policy, University of South Florida (2014)
- Bachelor of Science in Environmental Science and Policy, University of South Florida (2012)
- Wetland Delineation Training; U.S. Army Corps of Engineers (2016)
- Hydric Soils Workshop; Florida Association of Environmental Professionals (2015)

Professional Affiliations

- Professional Wetland Scientist; Society of Wetland Scientists;
- Authorized Gopher Tortoise Agent; Florida Fish and Wildlife Conservation Commission; GTA-22-00032A (2024)

EXPERIENCE

Cypress Creek Wellfield (CCWF) Surface Water Management (SWM) Project Phase I and II Monitoring (Tampa Bay Water, Pasco County, FL) *Environmental Scientist.* Ecological and hydrological monitoring is required as a permit condition of this project. Experience performing bi-monthly surface water level monitoring. Responsible for performing yearly WAP. Assisted with creation of the Operation and Maintenance Plan and gopher tortoise relocations. (January 2015 to present) Project Value: $360,000

US 1 South (18-Mile Stretch) Wildlife Crossing Study (FDOT D6, Miami-Dade & Monroe Counties, FL) *Senior Environmental Scientist.* Responsible for collecting photographic data at up to six wildlife crossings quarterly. Reviews photographic data and prepares technical memo of wildlife use and species identification at each wildlife crossing. Coordinates with Miami-Dade County Environmental Endangered Lands Program, South Florida Water Management District, and Miami-Dade Sheriff's Office to reduce human use at key wildlife crossings. Preparing concept plans to improve three crossings to decrease human use and increase wildlife movement. (April to September 2017, February 2020 to present) Project Value: $190,000

Big Pine Key Wildlife Crossing Monitoring (FDOT District 6, Monroe County, FL) *Senior Environmental Scientist.* Responsible for collecting photographic data at the two Big Pine Key wildlife crossings quarterly. Reviews photographic data and prepares technical memorandum of wildlife use and species identification at each wildlife crossing. (April 2025 to present) Project Value: $190,000

US 98 Design Build (FDOT District 7, Pasco County, FL) *Senior Environmental Scientist.* This is a design build project for US 98 from Polk County Line to US 301. Work includes ensuring compliance with environmental clearances (commitments). This includes listed species surveys, involving gopher tortoise burrow surveys and listed plant species. Responsible for preparing tech memo summarizing status of gopher tortoise permit and environmental clearances. Responsible for gopher tortoise surveys and mechanical excavation of over 50 gopher tortoise burrows. (September 2023 to present) Project Value: $200,000

City of Tampa Rome Avenue Park Aquifer Storage and Recovery Facility (City of Tampa, FL) *Senior Environmental Scientist.* Conducts biannual wetland assessments at three environmental monitoring sites. (2023 to present) Project Value: $48,000

City of North Port Tree Planting Plan (City of North Port, FL) *Senior Environmental Scientist.* Creation of suitable tree planting maps based on locations of existing infrastructure and utilities. (2023 to present) Project Value: $27,905

Cynthia Grizzle, PWS, CFM, GTA

President & Director of Environmental Services

ARTEMIS CONSULTING COLLECTIVE



Specialties and Skills

- Wetlands
- Wildlife Permitting
- NEPA Documentation

Education

- MS, Environmental Management, University of Maryland University College (2009)
- BS, Environmental Science and Policy, University of South Florida (2004)
- Certificate in Natural Areas Management, UF IFAS.

Professional Affiliations

- Professional Wetland Scientist; Society of Wetland Scientists; ID 2242 (2021)
- Certified Floodplain Manager, Association of State Floodplain Managers, ID 14-07759 (2014)
- Certified Stormwater Management Inspector, Florida Department of Environmental Protection, No. 31740 (2014)
- Authorized Gopher Tortoise Agent; Florida Fish and Wildlife Conservation Commission; GTA-23-00035 (2023)

Cynthia is a professional in transportation planning and environmental services with 21 years of experience. Her broad range of knowledge and experience allows her to guide projects from the feasibility stage, through planning, design, permitting, and construction. She has led environmental monitoring and assessments for all types of projects, including transportation planning, water resource, and ecological services as-needed contracts. She has applied her technical expertise to complete feasibility studies, monitoring reports, environmental permitting, NEPA studies, and construction oversight in environmentally sensitive areas. Cynthia joined Artemis in February 2018 and is one of the firm's founders.

EXPERIENCE

Cypress Creek Wellfield (CCWF) Surface Water Management (SWM) Project Phase I and Phase II Monitoring (Tampa Bay Water, Pasco County, FL) *Chief Scientist.* Hydrologic and vegetative monitoring to comply with the permit conditions. Conducted bi-weekly surface water monitoring and authors annual report including WAP assessments, hydrologic data, and conditions of the surface water management system as a whole. Assists the client with public inquiries and complaints as well as conducts coordination with the water management district as needed. (October 2007 to present) Project Value: $360,000

Gateway Master Plan (City of North Port, FL) *Chief Scientist.* The City's Division of Planning and Zoning requested development of a master plan for a 177.8-acre area at Sumter Blvd. and Interstate 75. A plan for development, considering environmental constraints like floodplain. Several stormwater solutions were evaluated and summarized. (2024) Project Value: $200,000

SR 46 Resiliency White Paper (FDOT D5, Volusia County, FL) *Chief Scientist.* The FDOT's Resiliency Action Plan identified SR 46 as a vulnerable corridor. Responsible for developing a document that determined how often the roadway experienced flooding over the past 40 years, how deeply inundated the road became, and whether flooding frequency was occurring more frequently. (2023) Project Value: $17,059.80

Polk City Vision Plan (FDOT D1, Polk County, FL) *Chief Scientist.* This project was a collaboration between the FDOT, Polk County, City of Polk City and the Polk TPO to develop a vision plan for SR 33 though Polk City. Conducted field review to identify and evaluate environmental constraints. Documented environmental issues in report. Participated in public outreach activities and reviewed outreach materials. (2022) Project Value: $14,054.30

Assessment of Emergency Pumping Over Dye's Crossing Road (Tampa Bay Water, Pasco County, FL) *Project Manager.* Special permissions from the Southwest Florida Water Management Districts (SWFWMD) to operate pumps during high water conditions in 2015. Responsible for an impact assessment flood conditions for emergency pumping over Dye's Crossing Road within the Cypress Creek Wellfield. Completed a technical memorandum that included in-depth research of seasonal high/normal pool elevations and hydrologic modeling to identify potential impacts. (January to December 2015) Project Value: $20,000

Polk Rail PD&E Study (FDOT D1, FL) *Senior Environmental Scientist.* Examined rail relocation and reconfiguration options to improve rail operations including establishment of ten rail relocation options, and identification of potential impacts associated with each option. Generated an environmental matrix to tabulate potential environmental impacts and authored an Environmental Impact Technical Memorandum to discuss the results. (2014) Project Value: $2,000,000

Martha Gruber, PWS, ENV SP, GTA

Chief Scientist

ARTEMIS CONSULTING COLLECTIVE



Specialties and Skills

- Wetlands
- Protected Species
- Environmental Monitoring, Assessments, and Permitting
- Grant Writing
- Resiliency

Education

- Bachelor of Arts, Environmental Studies/Policy, Eckerd College (2002)
- Living Shoreline Training for Marine Contractors, USF IFAS Sea Grant (2021)
- Hydric Soils Workshop, FL Association of Environmental Professionals (2021)
- Wetland Delineation Determination Workshop, FL Department of Environmental Protection (2020)

Professional Affiliations

- Professional Wetland Scientist; Society of Wetland Scientists; ID 4020 (2025)
- Envision Sustainability Professional, Institute for Sustainable Infrastructure, (2024)
- Authorized Gopher Tortoise Agent; FL Fish and Wildlife Conservation Comm.; GTA-19-00120A (2021)

Martha is a multi-disciplinary environmental scientist, and her career has included public, private, and non-profit sectors since 2003, with 21 years of experience. She is a skilled communicator and has experience with public engagement projects due to her public sector work. She is an experienced project manager with knowledge in wetland assessments and mitigation, listed species surveys, mitigation, restoration, resiliency, and stormwater projects. Martha joined Artemis in May 2021.

EXPERIENCE

Cypress Creek Wellfield (CCWF) Surface Water Management (SWM) Phase III (TBW, Pasco County, Florida) *Senior Environmental Scientist.* The third phase of the CCWF SWM project is to provide additional improvements to the previously constructed surface water management system. The project focus is on target wetlands to improve water storage and conveyance. Permitting preparation for the Southwest Florida Water Management District (SWFWMD) and preparation of Environmental Resource Permit (ERP) package, and US Army Corps of Engineers Nationwide Permit (NWP). (October 2022 to Present) Project Value: $360,000

SR 46 from Jungle Road to Morgan Alderman Road Resiliency White Paper (FDOT District 5, Seminole and Volusia Counties, FL) *Senior Environmental Scientist.* Determine flooding events that occur by assessing the magnitude of a storm that would cause flooding and identifying opportunities for mitigating flooding events. Assisted in the preparation of the resiliency white paper that included addressing existing conditions for wildlife, soils, and environmentally sensitive areas. The goal of the white paper was to answer the resiliency and follow-up actions for the longevity of the road. (2023) Project Value: $17,059.80

Eastlake Recreation Parking Feasibility Study (Pinellas County Government, FL) *Project Scientist.* The project included providing an alternative parking design for the Eastlake Sports Complex. Aided with determining wetland limits and collecting data on the identified wetlands. Prepared a tech memo that included wetland impacts and mitigation needs if an option was selected where the wetlands were identified as part of the design of the new parking complex. (June 2023) Project Value: $70,884

Marco Island Loop Trail Feasibility Study (FDOT District 1 - Marco Island, FL) *Senior Environmental Scientist.* The FDOT, in partnership with the City of Marco Island, Collier County, and Collier MPO is evaluating a 12-foot multi-use trail along S.R. 951 and C.R. 92 to determine a preferred design concept for implementation. Assisted with the preparation of the environmental analysis utilizing the Environmental Screening tool (EST) to assess the project. The Environmental Analysis document included the existing conditions of wetlands and surface waters, soils, section 4(f), and protected species. A Uniform Mitigation Assessment Method (UMAM) was provided because of potential impacts to wetlands and surface waters. (2022-2023) Project Value: $31,067

FDOT Mitigation Program (Southwest Florida Water Management District – Various Counties) *Project Manager.* The SWFWMD FDOT Mitigation Program restores and manages 24 wetland mitigation areas on both local government and District-owned lands. Contracted and managed consultants to monitor mitigation sites, maintain success criteria of native vegetation and reduce FLEPPC vegetation, and conduct site inspections. Review of restoration plans for mitigation sites out of compliance and oversight of efforts. Responsible for hosting public meetings before finalizing the FDOT Mitigation Plan per Section 373.4137 F.S. (January 2017 to February 2019) Project Value: $1,000,000+

Edward "Ned" Connolly, PSM

Survey Project Manager 3

ELEMENT ENGINEERING GROUP

Role
- Surveyors

Years of Experience
- 20

Education
- B.S., Land Surveying Engineering, Pennsylvania State University, 2007

Registration
- Professional Land Surveyor and Mapper (PSM), Florida, LS6911, 05/29/2012

Certifications
- FDOT Temporary Traffic Control: Intermediate, #14081, Refresher #59159

Professional Affiliations
- Florida Surveying & Mapping Society (FSMS)
- West Coast Land Surveyors Association (WCLSA)

Specialized Training
- Project Management Training, ELEMENT
- Leadership Training, ELEMENT

Ned is a Vice President with ELEMENT and leads the firm's Subsurface Utility Engineering (SUE) and Survey services. He is responsible for the daily coordination and management of both the field and office operations. Ned is proficient in the latest industry technology and is known for implementing efficient, results-driven management strategies across a wide range of project types. He has been involved with all aspects of survey and SUE practices and has led complex transportation corridor assignments, historic boundary retracements, right-of-way (R/W) mapping, and GIS mapping efforts using terrestrial/mobile LiDAR, RTK GNSS, UAV photogrammetry, and ground penetrating radar. His SUE expertise includes subsurface utility surveys, site excavation, and utility location and conflict analysis. Ned also brings extensive knowledge of geodetic control, design/topographic, and legal boundary determination, making him a trusted technical lead on both conventional and technology-driven survey efforts.

Ned's relevant project experience includes:

Polk County, Lake Wilson Road Widening Project, FL. Project Surveyor. Overseeing all survey efforts for this professional service contract for Polk County Roads and Drainage Division and providing the necessary survey services to prepare right-of-way maps, legal descriptions, engineering design, and construction plans. Survey services and deliverable data will be in accordance with pertinent Florida Statutes and applicable rules in the Florida Administrative Code. **Cost: $300,000**

Hillsborough County, S Parsons Avenue and Lumsden Road to SR 60, Brandon, FL. Project Surveyor. Providing survey services for this project. Responsibilities include the oversight of the field survey and SUE crews, maintaining accurate notes, records, and sketches, researching previous survey evidence, maps, physical evidence, and other records, attending project meetings, providing input, evaluating and managing the required field survey work, and QA/QC plan management and execution. **Cost: $23,000**

Hillsborough County, Balm Riverview at Rhodine Road, FL. Project Surveyor. Provided survey and SUE services for this project. Responsibilities included drafting the Vvh reports, creating the Vvh summary report, checking the Vvh reports against the SUE Survey field book, quality control of the surveyed designations in UTEXRD files against the field book and Vvh reports, requesting field verification of discrepancies, and providing review comments to accompany UTEXRD file to Survey. **Cost: $258,000**

FDOT District One, US 27 from Presidents Drive to SR 60, Polk County, FL. SUE/Survey Project Manager. Provided survey and SUE services for this project. Responsibilities included drafting the Vvh reports, creating the Vvh summary report, checking the Vvh reports against the SUE/Survey field book, QC-ed the surveyed designations in the UTEXRD files against the field book and Vvh reports, requesting field verification of discrepancies, and provided review comments to accompany the UTEXRD file to Survey. **Cost: $925,000**

FDOT District One, Recker Highway/CSX Grade Separation, Polk County, FL. SUE/Survey Project Manager. Providing SUE services for this project. Responsibilities include the oversight of the field survey crew, maintaining accurate notes, records, and sketches, researching previous survey evidence, maps, physical evidence, and other records, attending project meetings, providing input, evaluating and managing the required field survey work, and QA/QC plan management and execution. **Cost: $294,000**

Frederick Edwards, PLS

SUR Chief Surveyor

ELEMENT
ENGINEERING GROUP

Role
- Surveyors

Years of Experience
- 36

Education
- Edgewater H.S., Orlando, FL

Certification
- Florida Professional Land Surveyor, 4710, 07/13/1989

Specialized Training
- Microstation SS10 w/ Power GEOPAK and Bentley ORD
- AutoCAD Civil 3D
- Right-of-Way Mapping

Mr. Edwards is a seasoned professional who has been in the Survey field for over 36 years. He previously worked with the Florida Department of Transportation (FDOT), having worked for the District Seven Right-of-Way (R/W) Mapping Section for 18 years. Additional roles throughout his career have included Senior Project Manager, R/W Map Technical Reviewer, and Survey Manager. His enduring career has provided him with expertise in the utilization of appropriate software to produce and review R/W maps, the ability to produce, plot, and review CAD R/W maps (RWMs) utilizing MicroStation DGN file format, Geopak Coordinate Geometry Calculation program, and FDOT Symbology software, as well as the ability to draft maps by hand.

Fred's relevant project experience includes:

Hernando County, Dan Brown Hill Road ROW Mapping, FL. SUR Surveyor. The purpose of this project was to perform a Right of Way Survey along Dan Brown Hill Road. Responsibilities included providing surveying and mapping support for project development and environment studies, design surveys, wetland surveys, reviewing and updating existing survey data, terrestrial LiDAR and LiDAR extraction, and extensive research for R/W acquisition including determinations of ownership, encroachments, and easements. **Cost: $62,000**

FDOT District One, 449122-1 SR 72 from US 41 (SR 45) (MP 0.059) to Honore Ave (MP 3.888), FL. SUR Surveyor. This project included milling, resurfacing, and reconstruction from US 41 (SR 45) (MP 0.059) to Honore Ave (MP 3.888). Responsibilities included providing surveying and mapping support for project development and environment studies, design surveys, reviewing and updating existing survey data, terrestrial LiDAR and LiDAR extraction, right of way control surveys, and extensive research for R/W acquisition determinations of ownership, encroachments, and easements. **Cost: $358,000**

FDOT District Seven, 449156-1 I-75 from S of Fowler Ave to Pasco County Line, FL. SUR Surveyor. The purpose of this project was to extend the service life of the roadway with improvements including milling and resurfacing of the existing mainline travel lanes, ramps, and frontage roads, excluding bridges, throughout the project limits. Other improvements included drainage, signing and pavement markings, lighting, and safety enhancements such as guardrail/bridge end treatment upgrades. Responsibilities included providing surveying and mapping support for project development, design surveys, reviewing and updating existing survey data, terrestrial LiDAR and LiDAR extraction, and research for R/W calculation. **Cost: $388,000**

FDOT District One, DeSoto Bridge Replacement from 21st Ave W to US 19 Bridge #130053, FL. Responsible for completing R/W Mapping on this project. Provided additional secondary horizontal and vertical control and supplemental topographic survey data. Additionally provided a Right of Way Control Survey and right of way mapping to aid in property acquisition throughout the project corridor. **Cost: $297,000**

Bryan Flynn, PSM
SUR Surveyor

ELEMENT
ENGINEERING GROUP

Role
- Surveyors

Years of Experience
- 9

Education
- B.S., Surveying Engineering, Pennsylvania State University, 2016

Registration
- Professional Surveyor and Mapper (PSM)
  Florida, LS7387, 02/22/2022

Certifications
- FDOT Temporary Traffic Control: Intermediate, 67320

Professional Affiliations
- National Society of Professional Surveyors (NSPS)

Specialized Training
- Project Management Training, ELEMENT
- Leadership Training, ELEMENT

Bryan Flynn has nine years of survey, mapping, and subsurface utility engineering (SUE) experience. His strong skill set and dedication to quality make him a great asset to the ELEMENT team. Mr. Flynn coordinates daily with survey and SUE field crews, ensuring project-specific requirements are understood and accomplished. He performs survey data processing and analysis, prepares project deliverables, and is skilled in multiple software platforms including ArcGIS, MicroStation, and AutoCAD Civil 3D. He is knowledgeable in a variety of surveying services including Geodetic Control surveys, Right-of-Way (ROW) mapping, Design/Topographic surveys, Boundary surveys, and Subsurface Utility surveys. Additionally, he serves as a Safety Liaison for ELEMENT, making sure that field crew members are certified in job-specific tasks and that field operations are being performed in accordance with the best practices while meeting all local, state, and federal safety regulations.

Bryan's relevant project experience includes:

FDOT District One, US 27 from Presidents Drive to SR 60, Polk County, FL. SUE/Survey Office Technician. Provided survey and SUE services for this project. Responsibilities included drafting the Vvh reports, creating the Vvh summary report, checking the Vvh reports against the SUE/Survey field book, QC-ed the surveyed designations in the UTEXRD files against the field book and Vvh reports, requesting field verification of discrepancies, and provided review comments to accompany the UTEXRD file to Survey. **Cost: $925,000**

Hillsborough County, Balm Riverview at Rhodine Road, FL. SUR SVY/GIS/SUE Analyst. Provided survey and SUE services for this project. Responsibilities included drafting the Vvh reports, creating the Vvh summary report, checking the Vvh reports against the SUE Survey field book, quality control of the surveyed designations in UTEXRD files against the field book and Vvh reports, requesting field verification of discrepancies, and providing review comments to accompany UTEXRD file to Survey. **Cost: $258,000**

Hillsborough County, 70th Street S over Delaney Creek, FL. SUR SVY/GIS/SUE Analyst. Provided survey and SUE services for this project. Responsibilities included drafting the Vvh reports, creating the Vvh summary report, checking the Vvh reports against the SUE Survey field book, quality control of the surveyed designations in UTEXRD files against the field book and Vvh reports, requesting field verification of discrepancies, and providing review comments to accompany UTEXRD file to Survey. **Cost: $33,000**

Hillsborough County, Providence at Watson, FL. SUR SVY/GIS/SUE Analyst. Providing survey and SUE services for this project. Responsibilities included drafting the Vvh reports, creating the Vvh summary report, checking the Vvh reports against the SUE Survey field book, quality control of the surveyed designations in UTEXRD files against the field book and Vvh reports, requesting field verification of discrepancies, and providing review comments to accompany UTEXRD file to Survey. **Cost: $100,000**

FDOT District Seven, Good Neighbor Trail Gap from W of SR 50 Cortez Boulevard to Good Neighbor Trail, Hernando County, FL. SUE/Survey Office Technician. SUE services were provided for this project which entailed the design of a 12-foot-wide multi-use trail that connected the Suncoast Trail to the Good Neighbor Trail as a portion of the Coast-To-Coast Connector Trail. Responsibilities included assisting the PM with overseeing the field survey crew; maintaining accurate notes, records, and sketches to describe and certify work performed; researching previous survey evidence, maps, physical evidence, and other records; attending project meetings, providing input, evaluating and managing the required field survey work, and managing and assisting with the execution of the QA/QC plan. **Cost: $165,000**

Heather Rocha, PE

Engineer 2

ELEMENT ENGINEERING GROUP

Role
- Floodplain Management

Years of Experience
- 16

Education
- B.S.C.E., University of North Florida, 2009

Registration
- Professional Engineer (PE), Florida, 80378, 01/01/2016

Specialized Training
- FDOT Temporary Traffic Control: Advanced
- MicroStation
- GEOPAK
- AutoCAD
- Leadership Training, ELEMENT

Heather Rocha's 16 years of experience includes project management for on- and off-system projects, scheduling, project estimates and budgets, roadway design, sidewalk design, interstate widening, temporary traffic control, construction plans, and drainage design including spread analysis, conveyance of ditches and swales, cross drain analysis, and environmental permitting. Her computer skills include ORD, MicroStation, FDOT Culvert Service Life Estimator, FDOT Electronic and Digital Delivery, HEC-RAS, ICPR, and GEOPAK.

Heather's relevant project experience includes:

FDOT District One, Ewell Road at S Lunn Road, Ewell Road at N Lunn Road, and Ewell Road at Old Highway 37, Polk County, FL. Drainage Engineer of Record. This three-part intersection project involved the realignment and reconstruction of Ewell Road and Lunn Road (north and south), and installing milling and resurfacing at Ewell Road and Old Highway 37. Responsibilities consisted of designing the roadway widening and realignment of the intersections, assisting with drainage design, plans production, and providing CADD (3D modeling). **Cost: $2,920,350**

FDOT District One, Lee Jackson Hwy (12th St) Sidewalk, Polk County, FL. Drainage Engineer of Record. This project consisted of the addition of approximately 0.7 miles of sidewalk. The design also included modifying the open ditch system to a storm sewer system. The tight Right-of-Way and many utilities created unique working conditions, however innovative design such as rerouting the drainage trunkline under the edge of pavement with valley gutters and Type-V inlets were utilized to meet the corridor demands. **Cost: $1,415,000**

FDOT District One, SR 60 Eastbound over Peace River (Bridge No. 160129 and 160130), Polk County, FL. Quality Control Reviewer. This project included bridge coating of the structural steel and steel bearings, expansion joint replacement, application of methyl methacrylate sealer on the concrete bridge decks, and spall repair. Temporary traffic control included a single lane closure to accommodate the work while maintaining access to nearby intersections, businesses, a boat ramp, and median openings. Responsible for temporary traffic control design, quantities, and cost estimates. **Cost: $573,720**

FDOT District One, US 98 (SR 700) Resurfacing, Restoration, and Rehabilitation Project, Highlands County, FL. Drainage Engineer of Record. This project consisted of milling and resurfacing 10 miles of asphalt pavement, turn lane widening, cross slope correction, railroad improvements and safety enhancements. The design included modifications to the corridor and additional pavement depth and resurfacing of an asphalt overlaid bridge. Other safety enhancements included the addition of no passing zones, advance intersection signing updates, implementation of railroad dynamic envelopes at the rail crossing, the replacement of guardrails at the four bridges within the project limits, and the addition of bicyclist keyholes. **Cost: $9,549,740**

Hillsborough County, Gibsonton Drive at Fern Hill Drive Intersection Improvements and Signalization (Temporary and New), FL. Roadway Engineer of Record. The project included an interim "temporary signal" design to be implemented while the long-term solutions were evaluated and developed through a Preliminary Engineering Report. The improvements included connectivity to new developments on the north leg of the intersection, consideration of long-term improvements by FDOT within the limited access right-of-way (R/W), and significant widening on the northbound approach to the intersection considering ongoing and upcoming development along Fern Hill Drive. **Cost: $7,732,100**

Lynn Decker, PE, RSP1

Senior Engineer 1

ELEMENT ENGINEERING GROUP

Role
- Engineering Services

Years of Experience
- 18

Education
- B.S.C.E. with a Minor in City and Regional Planning, California Polytechnic State University, San Luis Obispo, 2007

Registration
- Professional Engineer (PE), Florida, 86295, 01/8/2019
- Professional Engineer (PE), California, 78225, 06/10/2011
- Road Safety Professional (RSP1), 1199, 03/20/2024

Specialized Training
- OSHA 10-Hour Training for the Construction Industry
- Specifications Package Preparation, FDOT
- FDOT Temporary Traffic Control: Advanced
- Temporary Traffic Control Certification Instructor/Provider, FDOT
- OpenRoads Designer (ORD)
- MicroStation
- Project Management Training, ELEMENT
- Leadership Training, ELEMENT

Lynn has 18 years of engineering experience specializing in planning and designing transportation facilities, including interstate highways and regional routes. As Roadway Group Manager, she has vast knowledge of transportation engineering in areas such as project management, design, access management, reviews, plan production, cost estimating, specifications, technical analysis, preparing studies, and project scheduling.

Lynn's relevant project experience includes:

FDOT District One, SR 60 Eastbound over Peace River (Bridge No. 160129 and 160130), Polk County, FL. Subconsultant Project Manager and Roadway Engineer of Record. This project included bridge coating of the structural steel and steel bearings, expansion joint replacement, application of methyl methacrylate sealer on the concrete bridge decks, and spall repair. Temporary traffic control included a single lane closure to accommodate the work while maintaining access to nearby intersections, businesses, a boat ramp, and median openings. Responsible for temporary traffic control design, quantities, and cost estimates. **Cost: $573,720**

City of Tampa, W Platt Street at S Fremont Avenue Signalization and Intersection Improvements, Tampa, FL. Roadway Engineer of Record. This project included the implementation of signalization as well as enhanced sidewalk connectivity at the intersection of W Platt Street and S Fremont Avenue, as well as enhanced curb ramps and walkability improvements to enhance the safety of the corridor. This project involved overbuild to eliminate localized ponding at the curb returns and working around specific utility poles that could not be relocated. **Cost: $891,130**

Hillsborough County, 50th Street at USF Holly Drive and Fletcher Avenue Intersection Improvements, FL. Project Manager/Engineer of Record. The project included signalizing two intersections, multimodal improvements, roadway widening, drainage improvements, retaining walls, and environmental permitting. The result improved safety and access for all users within the USF area community. **Cost: $10,464,400**

Hillsborough County, CR 584 (Waters Avenue) at Florida Mining Boulevard Intersection Improvements, FL. Project Manager/Engineer of Record. This project included signalizing the intersection, pedestrian access improvements, roadway widening, drainage improvements, and significant utility coordination. The project improved safety and access for pedestrians, motor vehicles, and freight vehicles at a high-crash intersection by providing crosswalks, enhanced sight distance, improved turning radii, and innovative traffic signal operation. **Cost: $2,243,540**

Hillsborough County, Collins Elementary School Safety and Mobility Improvements, FL. Roadway Engineer of Record. This project included turn lane widening, drainage improvements, and a newly widened sidewalk in support of a school and local community center expansion. The project improved safety and increased pedestrian access within the school impact area and surrounding neighborhoods. **Cost: $1,979,200**

FDOT District One, US 98 (SR 700) Resurfacing, Restoration, and Rehabilitation Project, Highlands County, FL. Project Manager and Roadway Engineer of Record. This project consisted of milling and resurfacing 10 miles of asphalt pavement, turn lane widening, cross slope correction, railroad improvements and safety enhancements. The design included modifications to the corridor and additional pavement depth and resurfacing of an asphalt overlaid bridge. Other safety enhancements included the addition of no passing zones, advance intersection signing updates, implementation of railroad dynamic envelopes at the rail crossing, the replacement of guardrails at the four bridges within the project limits, and the addition of bicyclist keyholes. **Cost: $9,549,740**

Matthew Weaver, PE, RSP2I, CPM

Senior Traffic Engineer

ELEMENT ENGINEERING GROUP

Role
- Engineering Services

Years of Experience
- 20

Education
- B.S.C.E., University of Toledo, 2005

Registration
- Professional Engineer (PE) Florida, 71752, 08/02/2010
- Professional Engineer (PE) Ohio, 74282, 12/18/2009
- Road Safety Professional (RSP2I), Level 2 Infrastructure, 20, 12/09/2019

Certifications
- Certified Public Manager (CPM)

Professional Affiliations
- Institute of Transportation Engineers
- American Society of Highway Engineers

Specialized Training
- Roadway Departure Safety, FHWA
- Designing for Pedestrian Safety, FHWA
- Road Safety Audits, FHWA
- Project Management Training, ELEMENT
- Leadership Training, ELEMENT

Matt Weaver has 20 years of engineering experience specializing in transportation engineering with a focus on signing and pavement markings, traffic signals, and safety. As Traffic Engineering Group Manager, Matt serves as contract manager for safety-focused contracts in Districts Two and Seven and provides analysis and support on contracts in District One. Focused on real-world safety solutions, Matt is a devoted advocate for "doing the right thing" when it comes to multimodal accessibility. He makes recommendations on existing projects to improve safety and provides safety analyses to Districts Two and Seven for the development of new corridors and intersection-focused safety projects. Prior to joining ELEMENT, Matt was the design project manager for District Seven's Design-Build Pushbutton Contract with FDOT. His extensive experience in safety also includes serving as District Champion for Bicycle and Pedestrian Safety in both Districts One and Seven, along with leading the safety office as the District Traffic Safety Program Engineer for District Seven. Matt was selected as the 2018 Joseph Grimail Transportation Professional of the Year by the Tampa Bay Institute of Transportation Engineers for his ongoing focus on transportation safety.

Matt's relevant project experience includes:

FDOT District One, Ewell Road at Lunn Road, Polk County, FL. Signing and Pavement Marking and Signalization Engineer of Record. This resurfacing project involved minor widening, realignment of the existing intersection geometry, and the addition of signals. **Cost: $202,000**

Hillsborough County, Engineering Services, Traffic Development and Design, Hillsborough County, FL. Task Manager. This contract involves providing as-needed general engineering services to support transportation capital improvement projects including intersection improvements, new signals, traffic signal interconnection, road diets, complete streets, road widening, road resurfacing and reconstruction, and bridge rehabilitation and replacement. Services provided under the contract include preliminary engineering studies, design, plans preparation, structure design, utility coordination, maintenance of traffic plans, traffic signal design, traffic modeling, and survey. **Cost: $3,000,000**

Hillsborough County, Zambito Road from Bearss Avenue to Roadway Termination, Tampa, FL. Deputy Project Manager. This .5-mile full-depth reclamation task involved developing plans for pavement rehabilitation for the full length of Zambito Road. During the design process, several signing and pavement marking improvements were implemented that would enhance the safety of the corridor, in addition to curb ramp relocation and reconstruction, to provide a safer pedestrian environment. **Cost: $87,000**

City of Tampa, 34th Street Safety Improvements, Hillsborough County, FL. Signing and Pavement Marking, Traffic Engineer. This FDOT LAP project for the City of Tampa involved adding single-lane roundabouts as a countermeasure to improve safety by reducing fatal and severe injury crashes. Services included roundabout analysis and design, drainage design, pavement design, signing and pavement marking plans, temporary traffic control plans, utility relocation plans, and a design survey for safety improvements along 34th Street. **Cost: $2.9 million.**

City of Tampa, Hyde Park Pedestrian Safety, Tampa, FL. Signing and Pavement Marking, Traffic Engineer. The primary purpose of this FDOT LAP project for the City of Tampa was to improve pedestrian and bicyclist safety by providing bulb-outs and dedicated bike lanes along Hyde Park Avenue and Plant Avenue. **Cost: $928,000**

Lenny Irizarry
Senior Utility Coordinator

ELEMENT ENGINEERING GROUP

Role
- Utility Coordination

Years of Experience
- 14

Education
- A.A., Business Management, St. Petersburg College, 1997-1999
- A.A., Design and Construction, Hillsborough College, 2000-2002
- Computer-Aided Design and Drafting Courses, Hillsborough College, 2000

Certifications
- FDOT Temporary Traffic Control: Advanced
- Sunshine 811
- Society of Cable Telecommunications Engineers
- American Public Works Association

Specialized Training
- Project Management Training, ELEMENT

Lenny Irizarry brings 14 years of expertise in permitting and utility design having worked throughout the state of Florida. His experience includes preparing right-of-way use permits for both City/County municipalities and the FDOT, upgrading and installing emergency electrical remote backup switches to cell tower generators, and preparing site facility maps, prepared plans, and detailed AutoCAD drawings from rough sketches. He has performed field reviews and construction coordination for telephone and cable utilities on many large projects. He has prepared and submitted over 4,500 utility permit requests for Comcast, Cox Communications, Bright House, Frontier, and AT&T, as well as green line drawings and Red, Green, and Browns (RGBs) for numerous utility owners as part of a utility permit package submittal. Lenny is knowledgeable of roadway, bridge, drainage, utility relocation design plans, support documentation, conflict matrix development, and general processes of design and construction projects. He is also familiar with Occupational Safety and Health Administration (OSHA) standards, American Public Works Association standards, and the state of Florida utility accommodation procedures.

Lenny's relevant project experience includes:

Manatee County, Lena Road from S of 44th Ave E to SR64 IPO 1, FL. Utility Coordination. This project consisted of a 2-lane roadway with 12-foot travel lanes and unpaved shoulders. The southern portion of Lena Road provides a 5-foot sidewalk on the east side of the roadway and a 10-foot sidewalk outside of the roadway right of way on the west side. Coordination with UAOs along this corridor involved phase meetings, securing agreements, reviewing roadway plans for constructability, and creating and implementing plans for utility conflicts to be addressed and relocated, are being performed when necessary. **Cost: $26,000**

Hillsborough County, Seffner Valrico Road at Clay Avenue, FL. Utility Coordinator. Provided utility coordination (UC) services for intersection improvements. Responsibilities included identifying existing utility conflicts, and securing agreements, work schedules, and plans from existing Utility Agency Owners (UAOs) to ensure all utility conflicts were addressed and resolved. Reviewed roadway plans for constructability with existing and proposed utility facilities, collected utility work schedules (UWSs) for review to ensure schedules were met, and reviewed new utility permit requests along the project corridor. **Cost: $30,000**

Hillsborough County, Providence at Watson Intersection Improvements, FL. Utility Coordinator. Provided UC services for intersection improvements. Responsibilities included identifying existing utility conflicts, and securing agreements, work schedules, and plans from existing UAOs to ensure all utility conflicts were addressed and resolved. Reviewed roadway plans for constructability with existing and proposed utility facilities, collected UWSs for review to ensure schedules were met, and reviewed new utility permit requests along the project corridor. **Cost: $21,000**

Hillsborough County, Collins Elementary Circulation Improvements, FL. Utility Coordinator. Utility Coordinator. Provided construction UC services for intersection improvements. Responsibilities included a review of utility relocation schedules, the development of a utility relocation matrix, and preparing the notice of construction letters for utility owners. Scheduled utility relocation work, provided weekly updates to construction project managers, and assisted in both field reviews and conflict resolution. Coordinated the relocation work of utility owners, conducted on-site field reviews, and met with county roadway contractors, inspectors, sub-contractors, engineers, and utility representatives. **Cost: $85,000**

J. Brent Postma

Senior Utility Coordinator

ELEMENT
ENGINEERING GROUP

Role

- Utility Coordination

Years of Experience

- 16

Education

- Hudson High School Diploma, 1984

Professional Affiliations

- Florida Utilities Coordination Committee

Certifications

- FUCC, Utility Coordination Certification, Module #2
- Cost Estimating/Billing Process, Module #5
- Project Management Training, ELEMENT
- Leadership Training, ELEMENT

Using knowledge gained during his 25-year tenure within the utility field, Brent has spent the past 16 years focused on all facets of utility coordination (UC) within infrastructure projects ranging from simple to extremely complex, and has served as a FDOT liaison for in-house UC. As a Vice President of ELEMENT and the UC group manager, he oversees all components of the firm's UC projects by providing utility relocation plans, negotiating utility work schedules, and reviewing permits in accordance with the standard policies and practices of the FDOT. He also manages 11 utility coordinators. His experience includes design-builds, major and minor roadway, project development and environment (PD&E), and construction projects. He is proficient in standard UC policies and procedures such as utility work highway contractor agreements (UWHCA), permit review and submittal, utility adjustment and relocation agreements, subordination of easements, conflict analysis, constructability reviews, managing advanced utility relocation activities, and processing interstate reimbursements.

Brent's relevant project experience includes:

FDOT District One, SR 25/US 27 from Presidents Drive (MP 13.638) to SR 60 (MP 18.397) Boulevard, Polk County, FL. Utility Project Manager. Providing UC services for widening SR 25 from a four-lane rural roadway to a six-lane rural section from MP 13.638 to MP 15.166. Responsibilities include identifying existing utility facilities, securing agreements, work schedules, and plans from existing UAOs to ensure all utility conflicts are addressed and resolved, conducting phase meetings and certifying all utility negotiations, reviewing roadway plans for constructability with existing and proposed utility facilities, developing utility work schedules, monitoring utility relocation work to ensure schedules are met and reviewing new utility permit requests along the project corridor. **Cost: $749,000**

Hillsborough County, Citrus Park Drive Extension from Countryway Boulevard to Sheldon Road, FL. Utility Project Manager. Providing construction UC services for this project that consist of extending Citrus Park Drive to connect Countryway Boulevard to Sheldon Road by adding a 2.73-mile section of four-lane divided urban road. In addition, two 11-foot lanes, a 6-foot "buffered" bicycle lane, and sidewalks will be constructed along the corridor in both directions. Responsibilities include conducting utility field meetings, identifying and addressing utility conflicts, reviewing and coordinating all as-built drawings, managing relocation efforts of utility UWHCA work performed by the County's contractor, documenting and resolving potential delay claims, and attending weekly progress meetings. **Cost: $156,000**

Manatee County, Upper Manatee River Rd from N of SR64 to Fort Hamer Bridge, FL. Providing UC services for this project consisted of traffic operational enhancements needed to improve capacity and reduce congestion in downtown Bradenton, Manatee County. Restriped or modification of lane assignments, as well as minor median modifications, urbanization of several intersections, new signals, and modifications to existing signals, will also be implemented. There was existing drainage (consisting of curb and gutter and closed stormwater facilities) being evaluated and maintained as needed. Coordination with UAOs along this corridor involved phase meetings, securing agreements, reviewing roadway plans for constructability, and creating and implementing plans for utility conflicts to be addressed and relocated, are being performed when necessary. **Cost: $30,000**

Manatee County, 9th Ave NW from 71st St NW to 99th St NW, FL. Utility Project Manager. This project included the design of 9th Ave NW from 75th St. NW to 99th St. NW in west Bradenton. Coordination with UAOs along this corridor involved phase meetings, securing agreements, reviewing roadway plans for constructability, and creating and implementing plans for utility conflicts to be addressed and relocated, are being performed when necessary. **Cost: $36,900**



FOUR WATERS ENGINEERING

Michael R. Klink, PE

Senior Engineer

Mr. Klink has 20 years of experience working in the civil engineering field, including conceptual planning and modeling, design, permitting, and construction administration. He has worked on multiple stormwater related projects, including stormwater ordinances, stormwater BMP manuals, flood studies, stormwater infrastructure designs, LID design, stormwater modeling and analysis of existing and proposed systems, evaluation of existing stormwater structures and replacement recommendations, municipal stormwater construction plans and calculations reviews, stormwater installation inspections, and interactive ArcGIS inventory maps for municipalities' stormwater structures.

AREAS OF SPECIALIZATION

Stormwater Management Design and Planning
Stormwater Modeling
Environmental Permitting
Design and Planning of Land Development
Water and Wastewater Utility Planning and Design
Construction Management & Inspections
Stormwater Reviews

EDUCATION

M.S., Civil Engineering, Clemson University, 2006
B.S., Civil Engineering, Clemson University, 2005

REGISTRATIONS

PE, Florida, No. 71840
PE, South Carolina, No. 28229
PE, North Carolina, No. 052829
PE, Georgia, No. 035369
PE, Louisiana, No. 39352
FDOT Advanced MOT/TTC
GSWCC Level II Certified Design Professional, Ga Cert. No. 0000073050I

PROJECT EXPERIENCE

Project Manager, Plan Review and Construction Site Inspections, Town of Ridgeland, SC - Project Manager for engineering review for stormwater plans and calculations for development projects to ensure appropriate design methods and standards are utilized in compliance with Town of Ridgeland municipal standards. Provide inspection services during construction on behalf of Town to ensure compliance with approved designs. (Project Value: approx. $25,000 annually)

Project Manager, Plan Review and Construction Site Inspections Town of Port Royal, SC - Project Manager for engineering review for stormwater plans and calculations for development projects to ensure appropriate design methods and standards are utilized in compliance with Town of Port Royal municipal standards. Provide inspection services during construction on behalf of Town to ensure compliance with approved designs. (Project Value: approx. $15,000 annually)

Project Engineer, LaSalle Street Drainage Improvements Plan, City of Jacksonville, FL – Project Engineer for critical drainage improvements in the historic San Marco neighborhood situated adjacent to the St. Johns River. Poor drainage, rising water levels, and tidal influence have caused significant flooding issues in the historic neighborhood. The City of Jacksonville has contracted Four Waters to develop plans for a pump station and drainage improvements to relieve flooding in the approximately 150-acre LaSalle Street drainage basin. This includes development of a drainage model, analyses of existing conditions and three storm event conditions for the basin, modeling and preliminary design of corresponding stormwater management infrastructure recommendations, and 30% design and cost estimation of the final recommended improvements. Project also requires pre-application coordination with the SJRWMD and COJ Development department to ensure compliance and compatibility. (Project Value: $641,027)

Civil Design Engineer, Greenland Water Reclamation Facility Access Road, JEA, Jacksonville, FL - Design Services for a 6 MGD water reclamation facility's approximately one-half mile main access road, including road base, asphalt, and improved drainage. Also responsible for design of the water, raw water, forcemain, and reclaimed water pipelines along the access road which range from 8-inch to 36-inch. Project also required modeling, permitting, and design of four 12'x6' box culverts with wingwalls for the access road crossing at tributary of Big Davis Creek. A hydraulic analysis was performed for the culvert crossing using the EPA SWMM model. Using the FEMA-approved Conditional Letter of Map Revision (CLOMR) model as a base, multiple crossing configurations were evaluated at the proposed crossing location along the tributary to Big Davis Creek. The selected design was determined to result in a maximum increase of 0.01 foot in peak flood stage for the 100-year 24-hour design storm event. The access road drainage improvements included a series of dry retention systems on each side of the crowned roadway. Due to the elevation changes of 37 feet to 18 feet at Big Davis Creek the dry retention system required a stair-step design approach with a series of dry retention areas with outfall structures that staged to infiltrate into the ground or overtopped weirs that eventually discharged to Big Davis Creek. This approach allowed for the dry retention system to maximize the use of the dry retention areas in meeting the SJRWMD attenuation and treatment requirements (Project Value: $399,686)

Civil Engineer, Constructability Reviews, City of Jacksonville, FL – 4Waters provided constructability reviews of drainage system rehabilitation (DSR) projects for the City of Jacksonville. Reviews are intended to identify revisions or changes that can be made to reduce construction costs, schedule, and number of change orders. (Project Value: $2,500)



FOUR WATERS ENGINEERING

AREAS OF SPECIALIZATION

Environmental Engineering
Water Resources
Regulatory Compliance
Hydrologic Modeling

EDUCATION

M.S., Environmental Engineering, University of Central Florida
B.S., Environmental Engineering, Florida State University

REGISTRATIONS

PE, Florida, No. 100840

Rachel Perley, PE

Associate Engineer

Ms. Perley is an environmental engineer with five years of experience providing technical review of stormwater management plans for the St. Johns River Water Management District. She has extensive experience with a variety of stormwater best management practices to address water quality concerns in Northeast Florida. As a part of her master's degree, she focused on the area of water resources and the effects of urbanization.

Ms. Perley is familiar with ArcGIS, StormWise, and BMPTrains and reviewing StormWise and HydroCAD reports.

PROJECT EXPERIENCE

Engineer I, II, and III, St. Johns River Water Management District, Jacksonville, FL – Performed reviews of construction plans, calculations, and hydrologic modeling to determine if projects met District criteria for water quality and flood protection. This included coordinating directly with members of the public to address questions regarding the permitting process and conducting pre-application meetings to assist applicants in developing their submittal for the design review process. (Project Value: N/A)

Associate Engineer, Nassau WRF Expansion – Phase 2A Civil Design, JEA, Yulee, FL - Civil site design for the WRF improvements as part of the complete Construction Management at Risk project. The existing JEA Nassau Regional Water Reclamation Facility (WRF) is a 2.0 mgd MBR facility located in the City of Yulee in Nassau County, Florida. In order to accommodate the continued growth of the service area JEA planned to rehabilitate the existing MBR Plant to increase its capacity, as well as expand capacity with installation of a new 2.0 mgd Oxidation Ditch Plant. Eventually, the oxidation ditch plant will be expanded further to completely replace the MBR Plant. The project site is approximately 33.8 acres, and the drainage design needed to account for conditions during the facility improvements and attenuation of future impervious areas from anticipated expansion of the WRF. Used ICPR to model rainfall and stormwater runoff and to perform hydraulic routing through the storm drainage system. Provided permitting services with FDEP (ERP) and Nassau County. Responsible for assisting with ICPR drainage model and calculations. (Project Value: $563,985)

Associate Engineer, Lofton Oaks Water Treatment Plant Civil Engineering Design, JEA, Nassau County, FL – JEA required the majority of the existing components of this supplemental peaking plant to be reconstructed. Provided civil engineering design services including paving, grading, drainage design, and stormwater permitting, including FDEP ERP and Nassau County. Assisted with design and calculations for stormwater ponds. (Project Value: $56,838)

Associate Engineer, West Paris Avenue Stormwater Infrastructure Extension, Town of Port Royal, SC – Engineering and Construction Administration services to complete a stormwater infrastructure extension located from the intersection of West Paris Avenue and Madrid Avenue to the drainage pipe network on Paris Avenue the outfalls to the Cypress Wetlands. This project was funded with a South Carolina Infrastructure Investment Program (SCIIP) Grant from the SC Rural Infrastructure Authority. Responsible for assistance with drainage design and grant funding administration. (Project Value: $56,229)

Associate Engineer, Stormwater Master Plan RIA Infrastructure Planning Grant Application, Town of Port Royal, SC – The Town of Port Royal has documented flooding issues in the older sections of town. In order to address these issues, the Town needs to collect up to date data to develop a GIS database of the existing stormwater system and a stormwater master model. The Town sought a South Carolina Rural Infrastructure Authority grant to assist with these efforts. 4Waters supported the Town's application by preparing technical content and cost estimates. The Town was awarded the maximum award amount, $250,000. (Project Value: N/A)

Associate Engineer, Villages Stormwater Improvements, Town of Port Royal, SC – Engineering and construction administration services to complete improvements in the area between 11th Street and 9th Street known as the Villages. The improvements may include increased pipes sizes of the conveyances system from Paris Avenue to the Madrid Pond, Madrid Pond Outfall improvements, paving and stormwater collection system of the alleys, and grading improvements. The funding for the majority of this project is from a SCIIP Grant that the Town obtained with the support of 4Waters. (Project Value: $38,090)

Anthony Brown

Senior Inspector

EXPERIENCE SUMMARY:

Mr. Brown has 10 years of experience (5 as a Sr Inspector) working in the FDOT CEI industry since 2014 and specializes in multiple areas of construction inspection, including: asphalt plant inspection, earthwork, concrete, asphalt paving, drilled shaft inspection, and pile driving inspection. He maintains an exemplary understanding of FDOT specifications and construction procedures and has worked directly out of the District 1 Materials Office as a consultant. He has successfully completed numerous FDOT projects that included sampling, testing, and reporting; and is highly familiar with both MAC and Site Manager Mr. Brown also has extensive laboratory testing experience including aggregate, soils, and concrete.

PROJECT EXPERIENCE:

433202-1-52-01
State Road 17, Highlands County
November 2018 – January 2019
Senior Inspector
This project consists of milling and resurfacing along SR17 and Arbuckle Creek Rd in Sebring, Florida. Mr. Brown provided CEI Senior VT Inspection services for this project as the sole inspector for this project. His duties include Earthwork, Concrete, Asphalt Paving inspection and verification testing.
Grayson O'Cain, Project Administrator, FDOT Bartow Operations Center: (863) 519-4100; Cell (863) 272-4972. $1.8M total project cost.

418403-2-52-01
State Road 600, Osceola County
July 2016 – November 2018
Field Inspector
This project consisted of the reconstruction of US92/ SR600 in Kissimmee, Florida. Mr. Brown provided CEI VT Inspection services for this project. His duties include Earthwork, Drilled Shafts, Signals, Storm Sewer, Concrete, Thermo, Asphalt Paving inspection and verification testing.
Kris Morgan, Jacobs Project Administrator, (813) 614-3776. $220M total project cost.

FDOT District 1 Materials – Pavement Assessment Specialist
December 2019 – Current
Pavement Assessment Specialist
This project consisted of conducting roadway field reviews of existing pavement to assist in project design. Duties include taking detailed notes of existing deficiencies, documenting existing conditions through video/pictures, and producing field reports. Other duties included pavement coring and reviewing cores collected by department consultants.
Taylor Smith, Pavement Evaluation Engineer, (863) 519-4221. $900K project fees (ongoing).



Education

Auburndale High School *2006*
Everest University *2007 to 2008*
Polk State *2008 to 2009*
Army *2010 to 2013*

TIN#

B65001988

Certifications

CTQP Earthwork Construction Inspector I & II
CTQP Concrete Field Technician I
CTQP Asphalt Plant Technician I & II
CTQP Asphalt Paving Technician I & II
CTQP Final Estimates I & II
CTQP Drilled Shaft Inspection
CTQP Driven Pile Inspection
ACI Concrete Field Testing Technician I
ACI Concrete Laboratory Testing Technician I
ACI Concrete Transportation Construction Inspector
FAA Airfield Pavement Inspection
Qualified Stormwater Management Inspector
Concrete Batch Plant Inspector
IMSA Signals Inspector
IMSA Signals Technician
Nuclear Gauge Safety
MOT Advanced
QC Manager
Critical Structures Construction Issues

Marcus Grant

Laboratory Manager / Senior Field Inspector

EXPERIENCE SUMMARY:

Marcus Grant has over 18 years of experience working in the FDOT Construction Material Testing industry and specializes in the area of asphalt inspection testing and reporting, earthwork sampling, testing and reporting, concrete sampling and testing as well as creating and maintaining a CMEC accredited lab for over 12 years. He has a thorough understanding of FDOT specifications, and construction procedures. He has successfully completed numerous asphalt, earthwork and concrete construction projects that included sampling, testing, and plant verification work. Marcus Grant also has extensive laboratory testing experience including aggregate, soils, and concrete.

PROJECT EXPERIENCE:

SR17 & Arbuckle Creek Rd, Highlands County
January 2019 – March 2019
FIN: 433202-1-52-01
CEI Inspector
This project consists of milling and resurfacing along SR17 and Arbuckle Creek Rd in Sebring, Florida. Mr. Grant provided CEI VT Inspection services for this project as the sole inspector for this project. His duties include Earthwork, Concrete, Asphalt Paving inspection and verification testing.
Tim Dewitz, Project Administrator, FDOT Bartow Operations Center: (863) 519-4100; Cell (863) 272-4915. $1.6M total project cost.

FDOT D1 & D7 VT Asphalt Plant Inspection
October 2017 to Present
Asphalt Plant Inspector
Marcus provides Asphalt Plant VT inspection services for projects in both District 1 and District 7. These services include all inspection, testing and reporting required for Hot Mix Asphalt that is to be incorporated into FDOT construction projects.
Keneth Collier, FDOT District 1 & 7 District Bituminous Supervisor, Office: (863) 519-4249. $3.1M project fees (ongoing).

CEI Group 160, District 5 Maintenance Phase Projects
February 2020 to March 2021
FIN: 444000-1-72-10 (E5V74)
CEI Inspector
For this maintenance project, Marcus has been responsible for verifying all personnel and equipment on-site, confirming MOT set-up, video documenting the desilting process, and verifying that all pipe runs have been properly desilted per the project plans. Marcus is also responsible for updating the project worksheet, and notating operational changes not identified in the plans; as well as completing daily DWR on Site Manger.
KNavarro, Construction Project Administrator, Office: (407) 278-2729. $260K (Madrid CFTL fees only)



Education

Lake Gibson High School Graduated in 2002

TIN#

G65354183

Certifications

CTQP Earthwork Construction Inspector Level I & II
CTQP Concrete Lab Testing Technician Level I
CTQP Concrete Field Technician Level I
CTQP FDOT Concrete Field Inspector Specification
CTQP Asphalt Plant Technician Level I & II
CTQP Asphalt Paving Technician Level I & II
CTQP LBR Testing Technician
CTQP Aggregate Testing Technician
CTQP QC Manager
CTQP Pile Driving Inspection
ACI Concrete Field Testing Technician
ACI Concrete Laboratory Testing Technician Level 1
ACI Concrete Strength Testing Technician
ACI Aggregate Testing Technician Level 1
RSO
Nuclear Gauge Safety
MOT Advanced

John Delashaw, PE

Principal, Geotechnical Engineer

Mr. Delashaw currently serves as the Bartow office Principal of the GeoSciences Group for Madrid CFTL (Madrid), which includes four Divisions within the firm and is the project principal and/or technical lead for most of the company's geotechnical projects. Much of his over 35 years of geotechnical engineering experience has been gained from working on projects in the areas of: dam design and evaluation; shallow and deep foundation systems; earthworks and site development; soil improvement techniques; specialty soil sampling; sinkhole investigation, evaluation and stabilization, and roadway soil.

His primary experience includes project management, contract management, technical direction of geotechnical engineering projects, geotechnical field investigations, and analyses for numerous public and private sector clients. He is responsible for staffing and resource management and reviewing engineering evaluations for geotechnical investigations in addition to numerous subsidence investigations. He often provides expert witness testimony on forensic projects and is in responsible charge of numerous soil stabilization projects.



Years of Experience
- 35 Years

Education
- B.S., Civil Engineering, San Diego State University

Professional Registration
- Professional Engineer, Florida # 48154 (1994)
- Professional Engineer, Mississippi # 21324 (2013)

Continuing Education
- Properties of Fills for MSE Walls – ASCE Webinar, January 2018
- Geo-Frontiers Conference – 2011 (Paper presented at conference – published in proceedings– June 2017
- Geotechnical and Materials Engineers Conf. ('98,'01,'04,'07,'10-'14, '16,'17,'18,'19,'22-'24)
- Florida Dam Safety Annual Conference 1997 through 2004 (technical presenter 1999 & 2003)

Project Experience

Polk County, Roads & Drainage New Annex, Winter Haven, FL | Geotechnical Principal. This Polk County project included a geotechnical investigation with site development and foundation recommendations followed by Construction and Materials Testing services during construction. These services were for the new 12,600 sf Annex Facility on Sheffield Road and associated parking areas. Madrid fees exceeded $22K ($1.3M est const cost).

CRUSA Water Production Facility, Warehouse Building and Other Infrastructure Projects, Bartow, FL | Geotechnical Principal. Madrid initially provided field and laboratory materials testing and inspection services for new construction at the CRUSA Water Production Facility. Over a 5-yr period, Madrid was then asked to provide various testing and geotechnical consuting services for multiple other compoinents of this project over several years, supporting both the design teams and the contractors.

Deeson Rd Pump Station & Force Main, Lakeland, FL | Geotechnical Principal. SPT borings to assist with the design of lift station and force main. The project included design of shoring, excavation, pipe bedding and backfilling, and directional drilling. Madrid fees exceeded $7K ($450K est const cost).

Polk County Sheriff's Office Training Center, Bartow, FL | Geotechnical Principal Madrid provided preliminary (multiple alternatives on previously strip-mined and reclaimed sites) and final (selected site) geotechnical services for the new Training Center, pavement areas and associated stormwater ponds. Services continued during construction for surcharge monitoring and QA/QC Inspections and Testing. Madrid fees exceeded $100K ($1.8M est const cost).

PRWC SE Wellfield WTPF, Booster Stations 1 and 2, and multiple Pipeline Segments, Lake Wales, FL | Geotechnical Principal. Madrid evaluated various tanks for settlement and foundation support using either shallow or deep foundations (piles), foundation design of Reverse Osmosis Process Area, Concentrate Treatment Area, Bio Scrubbers, Fuel Tanks, Generators, multiple building structures, booster pump stations, electrical buildings, all summarized in our geotechnical reports. Also evaluated subsurface conditions along thousands of linear feet of pipeline and numerous road crossings, assist with the design of shoring, excavation, pipe bedding and backfilling, and directional drilling options. Madrid fees exceed $550K for this $4.26M design project (est $35M construction cost).

Masterpiece Rd Fire Station, Lake Wales, Polk County, FL | Geotechnical Principal. Geotechnical investigation, including several SPT Borings and test pits, followed by laboratory testing, engineering evaluations and design recommendations for a new Fire Station, and associated pavements and stormwater facilities. Madrid fees $8.6K ($500K est const cost).



Years of Experience: 25

Years With the Firm: 25

Registrations & Certifications:

Registered Landscape Architect, FL, 2005
FDOT Intermediate Maintenance of Traffic, FL, 2013

Education:

Bachelor of Science, Landscape Architecture North Carolina A&T State University, 2000

Continuing Education:

Eminent Domain for Landscape Architects, 2013
FDOT Landscape Highway Seminar, 2005, 2006, 2008 and 2013
FDOT Outdoor Advertising Workshop, November 2008 and February 2010
FDOT Plan Reviewer's Workshop, November 2006 and November 2007
FDOT Specifications Package Preparation Training Certificate, 2016
Irrigation: The End to Water Waste in Landscapes 2013
Landscape Palm Diseases, 2013
LAP Project Inception to Notice to Proceed, October 2007
LAP Training for Right-of-Way and Real Estate Acquisition, May 2008

Professional & Civic Activities:

Member, American Society of Landscape Architects

Brian Shore, RLA

Senior Landscape Architect

Professional Experience:

As a Senor Landscape Architect, Mr. Shore has significant experience in landscape architectural design and landscape construction services for a variety of public and private projects. Specialties include landscape, hardscape, and irrigation design services for streetscape and roadway projects including the FDOT, all aspects of active and passive park design, health-care campuses, and environmental wetland habitat creation. Other experience includes various residential and commercial projects.

Relevant Project Experience:

FDOT District 1 SR 572/Drane Field Road Roundabout at Waring Road #CA900 - For this roundabout project in Polk County, Miller Legg is conducting a landscape inventory and analysis for the construction of a multi-lane roundabout at the intersection of SR 572 (Drane Field Road) and Waring Road. Landscape architectural services include coordination with the District Landscape Architect (DLA) and the Florida Scenic Highway program to minimize conflicts with existing drainage and utilities and ensure preservation and protection of existing vegetation. Miller Legg is a subconsultant to RK&K, LLP.

FDOT District 1 Fowler Street at SR 884/ Colonial Boulevard Intersection Improvements #CA668 - Miller Legg is providing standalone landscape architecture services including planting design for the urban corridor and intersection along with irrigation to support plant establishment. An inventory of all plant material was completed and analyzed. Staff will coordinate planting plans with the Florida Scenic Highways Program as well as coordinate for unobstructed views to outdoor advertising (ODA) billboards. We are a subconsultant to Avant Engineering.

Lake County CR 437 Realignment and Roundabout – For the CR 437 realignment and roundabout project, three separate roundabouts were connected by a two-lane roadway with on street bicycle paths, a shared use multi-purpose path, and sidewalks. Miller Legg prepared conceptual planting design of ROW and center of the roundabout Islands. Miller Legg provided fully rendered typical sections for the public involvement effort. The firm was a subconsultant to Kisinger Campo & Associates.

City of Sunny Isles Beach Landscape Architecture Services Contract - Miller Legg is providing the City a variety of landscape architecture services under the firm's Continuing Services Contract for Landscape Architecture Services. Tasks provided include DRC Assignments, ***Plans Review***, Permit Reviews, Inspections for Final Closeouts, Arborist and Tree Inspections, Code Compliance for Tree Dispositions, Rose Garden Design for Meditation Garden at Town Center Park, Revised Technical Specifications for Environmental and Landscape Architecture, Review and Renew entire Landscape Architecture Code – existing and future, and Review and Update contract for Landscape Maintenance.

MILLER LEGG



Years of Experience: 7

Years With the Firm: 6

Registrations & Certifications:

Registered Landscape Architect, FL, 2023, LA6667655

FDOT Intermediate Maintenance of Traffic, FL, 2023

Education:

Master of Landscape Architecture
Florida International University, 2019

Bachelor of Arts, Religion, Minor in Education
Florida State University, 2014

Michael Bradley, RLA

Landscape Architect

Professional Experience:

Mr. Bradley is a Landscape Architect supporting the firm's projects including those in the public sector such as municipal parks and recreation master plans, park landscape, hardscape and irrigation design, educational facilities as well as streetscape for the Florida Department of Transportation.

Relevant Project Experience:

Lake County CR 437 Realignment and Roundabout – For the CR 437 realignment and roundabout project, three separate roundabouts were connected by a two-lane roadway with on street bicycle paths, a shared use multi-purpose path, and sidewalks. Miller Legg prepared conceptual planting design of ROW and center of the roundabout Islands. Miller Legg provided fully rendered typical sections for the public involvement effort. The firm was a subconsultant to Kisinger Campo & Associates.

Osceola County Jack Brack Road Widening from Narcoossee Road to Absher Road - Miller Legg is providing conceptual analysis, irrigation sleeving design and an irrigation sleeving schedule for future irrigation anticipated along this 2.6-mile segment of Jack Brack Road in St. Cloud. Optional services may include Landscape Opportunity Plans to show planting opportunities and constraints of the site and certified arborist services such as tree dispositions. Miller Legg is a subconsultant to Ardurra.

Florida Department of Transportation (FDOT) District 1 SR 572/Drane Field Road Roundabout at Waring Road #CA900 - For this roundabout project in Polk County, Miller Legg is conducting a landscape inventory and analysis for the construction of a multi-lane roundabout at the intersection of SR 572 (Drane Field Road) and Waring Road. Landscape architectural services include coordination with the District Landscape Architect (DLA) and the Florida Scenic Highway program to minimize conflicts with existing drainage and utilities and ensure preservation and protection of existing vegetation. Miller Legg is a subconsultant to RK&K, LLP.

Florida Department of Transportation (FDOT) District 1 SR 31 at CR 74 Roundabout in Charlotte County #CA734 - Miller Legg is conducting a landscape inventory and analysis along approximately 0.72 miles of CR 74 (Bermont Road) and 0.65 miles of SR 31 in Charlotte County. The scope includes tree inventory and evaluation and landscape planting design, including creation of a Landscape Opportunity Plan (LOP), providing an irrigation feasibility analysis report, and providing Outdoor Advertising (ODA) coordination. Miller Legg is a subconsultant to The Bentley Group.

City of Sunny Isles Beach Landscape Architecture Services Contract - Miller Legg is providing landscape architecture services under the firm's Continuing Services Contract for Landscape Architecture Services. Tasks provided include DRC Assignments, ***Plans Review***, Permit Reviews, Inspections for Final Closeouts, Arborist and Tree Inspections, Code Compliance for Tree Dispositions, Rose Garden Design for Meditation Garden at Town Center Park, Revised Technical Specifications for Environmental and Landscape Architecture, Review and Renew entire Landscape Architecture Code – existing and future, and Review and Update contract for Landscape Maintenance.

MILLER LEGG

Tab 4 Is the Firm a "Polk County Entity"?



RK&K LAKELAND

402 S. Kentucky Avenue, Suite 400
Lakeland, FL 33801

RK&K has a physical location within the boundaries of Polk County, FL, at which 15 employees are located and business activity is managed and controlled on a day-to-day basis. RK&K has been located within the boundaries of Polk County since October 2011. During this time, RK&K has occupied two office locations within the County.

This contract will be managed from our Lakeland, FL office with support and additional resources from our Tampa, Orlando, Miami, Fort Lauderdale, and Tallahassee offices, as needed. Additional resources are available at a firm-wide level with over 1,900 personnel to assist in various disciplines, if necessary. RK&K has teamed with local firms physically located within Polk County and the region, who are well known for their areas of expertise. Our local team members are experienced, available, and ready to begin work immediately.

As documented proof, we have included our local business tax receipts from 2023 to current year, 2025, as well as first and last pages of our Lakeland office lease on the following pages. A copy of the full lease can be provided upon request.

October 2011 - 2016
RK&K Lakeland
101 West Main Street #240
Lakeland, FL 33815

January 2016 - Current
RK&K Lakeland
402 South Kentucky Avenue, Suite #400
Lakeland, FL 33801

2024 Business Tax Receipt

CITY OF LAKELAND

BUSINESS TAX RECEIPT
Business Tax Office, 228 S Massachusetts Ave., Lakeland, FL 33801

Expires on: 9/30/2024

Account Number: 1361971
Workers: 12
Square Footage: 3,500
Fee: 5277.63

Location Address
402 S KENTUCKY AV

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.

Business Name & Mailing Address
RK & K

RUMMEL, KLEPPER & KAHL, LLP
402 S KENTUCKY AV SUITE 400
LAKELAND,FL 33801

RECEIPT MUST BE CONSPICUOUSLY DISPLAYED IN YOUR PLACE OF BUSINESS

VALID ONLY WHEN SIGNED

2023 Business Tax Receipt

POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 181334 CLASS: B+ EXPIRES: 09/30/2023

OWNER NAME	LOCATION
MARK M - CPA DUMLER	402 S KENTUCKY AVE Suite 400 LAKELAND

BUSINESS NAME AND MAILING ADDRESS
RUMMEL, KLEPPER AND KAHL, LLP
RUMMEL, KLEPPER & KAHL, LLP
402 S KENTUCKY AVE SUITE 400
LAKELAND, FL 338015336

CODE ACTIVITY TYPE
540190 PROFESSIONAL ENGINEER
PROFESSIONAL LICENSE (IF APPLICABLE)

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 831020 07/13/2022 OPY OLP 57.75 RUMMEL, KLEPPER AND KAHL, LLP

2025 Business Tax Receipt

POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 181334 CLASS: B+ EXPIRES: 09/30/2026

OWNER NAME	LOCATION
PETER PATRONE	402 S KENTUCKY AVE Suite 400 LAKELAND

BUSINESS NAME AND MAILING ADDRESS
RUMMEL, KLEPPER AND KAHL, LLP
RUMMEL, KLEPPER AND KAHL, LLP
402 S KENTUCKY AVE SUITE 400
LAKELAND, FL 338015336

CODE ACTIVITY TYPE
540190 PROFESSIONAL ENGINEER

PROFESSIONAL LICENSE (IF APPLICABLE)
DBPR 84617

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3548462 09/29/2025 OPY OLP 57.75 RUMMEL, KLEPPER AND KAHL, LLP

COMMERCIAL LEASE

THIS LEASE made this 29th day of January, 2016, between **TP TWELVE LLC**, a Delaware limited liability company (hereinafter referred to as the ***"Landlord"***) and **RUMMEL KLEPPER & KAHL, LLP**, a Maryland limited liability partnership (hereinafter referred to as the ***"Tenant"***).

W I T N E S S E T H:

ARTICLE I
PREMISES

1.1 Landlord, for and in consideration of the covenants, conditions, agreements and stipulations herein contained, does hereby lease unto Tenant, and Tenant does hereby take and hire from Landlord, those certain premises consisting of approximately 5,758 rentable square feet, as determined by Landlord's architect measured in accordance with BOMA measurement standards for office buildings (hereinafter referred to as the ***"Demised Premises"*** or the ***"Premises"***), consisting of a portion of the 4th floor of the multi-story professional office building (hereinafter referred to as the "***Building***" located upon real property situate in the County of Polk, State of Florida, legally described on ***Exhibit "A"*** which is attached hereto (hereinafter referred to as the ***"Real Property"***). The Building and Real Property are commonly known as the Citizens Bank and Trust Plaza Building, 402 South Kentucky Avenue, Lakeland, FL 33801. The agreed-upon space plan of the Demised Premises (the ***"Space Plan"***) is attached hereto as ***Exhibit "B"***.

1.2 Landlord hereby grants to Tenant and Tenant's employees, agents, customers, contractors, invitees, permitted assigns and successors, the right to use, in common with all others to whom Landlord has, or may hereafter grant privileges to use the same, the Common Areas (defined below) located within the Building and upon the Real Property. ***"Common Areas"*** include, without limitation: all sidewalks, streets, approaches, drives, parking areas, entrances, lobbies and common corridors in and upon the Real Property.

ARTICLE II
TERM AND COMMENCEMENT DATE

2.1 The term of this Lease (***"Lease Term"*** or ***"Term"***) shall commence on the Commencement Date (hereinafter defined), and shall continue for the balance of the month in which the Commencement Date occurs and for a period of eighty-four (84) full consecutive calendar months thereafter, unless the Lease Term is renewed or terminated earlier in accordance with the provisions hereof; provided, however, that if the Commencement Date is on the first day of a month, the Lease Term shall continue for a period of eighty-three (83) full consecutive calendar months after the month in which the Lease Commencement Date occurs. The term "Lease Term" shall include any and all renewals and extensions of the term of the Lease.

39.9 Time of Essence. TIME IS OF THE ESSENCE IN TENANT'S CARRYING OUT EACH AND EVERY TERM AND PROVISION OF THIS LEASE.

39.10 Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of a labor strike, lockout, inability to procure materials, failure of power, riot, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from prompt payment of fixed monthly rent, additional rent or any other payment required by the terms of this Lease.

39.11 The parties acknowledge that Tenant shall not be liable for any fees associated with early termination of Tenant's existing lease at 101 West Main Street, Suite 240, Lakeland, FL 33815.

IN WITNESS WHEREOF, the Landlord hereto has set its hand and seal and to any duplicates hereof, this 29th day of JANUARY, 2016.

LANDLORD
TP TWELVE LLC, a Delaware limited liability company

Printed Name of Witness: ROBERT V. FLEMING II

Printed Name of Witness: RUDY DEPERIO

By: _____
John A. Sargent, Vice President

IN WITNESS WHEREOF, the Tenant hereto has set its hand and seal and to any duplicates hereof, this 29th day of JANUARY, 2016.

TENANT
RUMMEL KLEPPER & KAHL, LLP, a Maryland limited liability partnership

Printed Name of Witness: _____

Printed Name of Witness: _____

By: _____
Title: Partner

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

We understand that Polk County's goal is to ensure a procurement environment in which women and minority-owned enterprises (W/MBE) have the best opportunity to participate in the County's procurement process and compete fairly for contracts. While RK&K is not a certified WBE or MBE, we are dedicated to the business development of our WBE/MBE partners. As a demonstration of this commitment, we have included four strong WBE/MBE firms on our team to provide added depth and technical expertise.

As a Polk County business, our team has vast knowledge of the communities and the developing areas in which we will be working. Additionally, our team has worked on many projects within Polk County and we have established strong relationships with many local consultants, including several MBE and WBE firms. Our firm will take all necessary affirmative steps to assure that MBE and WBE firms are used whenever possible.

Our strong commitment to this area will continue in the years to come as we assist Polk County Land Development with the further improvement of its extensive network.

Copies of our subconsultants' Women/Minority Business Certifications are provided below.



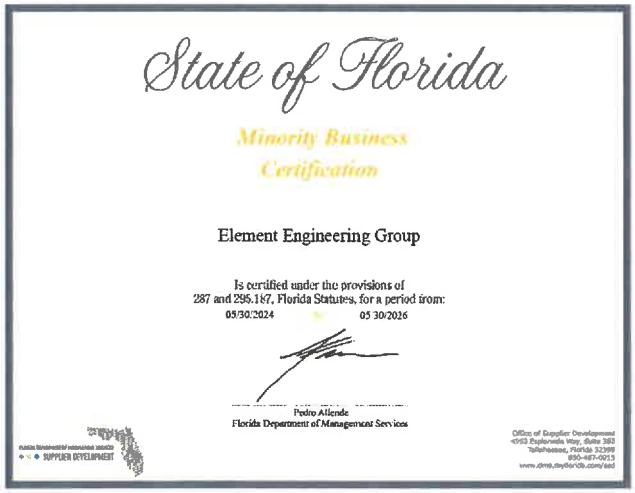
State of Florida

Woman Business Certification

Artemis Consulting Collective Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
10/03/2024 to 10/03/2026

Pedro Allende
Florida Department of Management Services



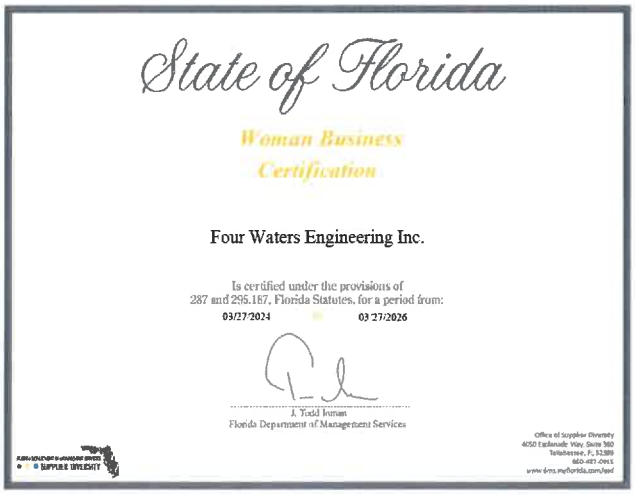
State of Florida

Minority Business Certification

Element Engineering Group

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
05/30/2024 to 05/30/2026

Pedro Allende
Florida Department of Management Services



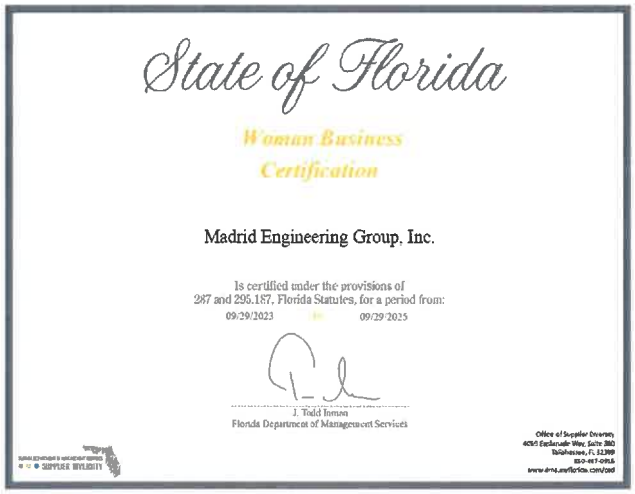
State of Florida

Woman Business Certification

Four Waters Engineering Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
03/27/2024 to 03/27/2026

J. Todd Inman
Florida Department of Management Services



State of Florida

Woman Business Certification

Madrid Engineering Group, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
09/29/2023 to 09/29/2025

J. Todd Inman
Florida Department of Management Services

Tab 6 Interactions with County and Regulatory Agency Staff

Our team has extensive relationships with Polk County, FDOT, SFWMD, SWFWMD, USACE, FDEP, and FEMA giving us a thorough understanding of permit requirements and the ability to obtain quick approvals.

POLK COUNTY STAFF

RK&K is proud to have worked with Polk County Land Development over the past three years providing inspection support. This has allowed Josh to form an excellent relationship with Tim Bearden and the Land Development team which will carry forward to this next contract. RK&K's experience with Polk County Land Development, Polk County Roads and Drainage, FDOT District One, and several municipalities within Polk County provides our team the relationships and technical capability to efficiently perform any task for this contract.

REGULATORY AGENCY EXPERIENCE

Our team understands all local permitting requirements within Polk County. RK&K staff regularly schedule and attend SWFWMD and USACE pre-app coordination meetings on behalf of Polk County, the City of Lakeland, FDOT District One, and other clients. We have secured SWFWMD, FDEP, and USACE permits for multiple Polk County projects including Galloway Road Roundabout, Fort Fraser Trail, Main at Combee, and Indian Woods.

We submit several **SWFWMD** environmental resource permit and exemption applications per year. Joe Baan, Liz Lorello, and Brett Berube's working relationships with Monte Ritter, Bob Dasta, Paul Tanke, David Kramer, Chaz LaRiche, Lisa Bowers, and other SWFWMD staff go back years. To improve coordination with SWFWMD, we have included Artemis's Cynthia Grizzle on our team. Cynthia also has a long history of working with SWFWMD to develop and permit solutions to flooding issues.

We regularly coordinate with the **USACE** and are monitoring the potential re-institution of the State 404 Program. Should this authority be re-delegated to FDEP, we permitted several projects, including the Fort Fraser Trail, under the State 404 program. We are currently coordinating with the USACE for Section 404 permits on projects in Seminole and Brevard Counties.

RK&K is FDOT District One's drainage review consultant for all drainage connection permits filed in Polk County. This puts us in regular communication and coordination with Brent Setchell, Ryan Molloy, and other drainage-related decision makers at the FDOT. We will also support the County by ensuring compliance with all issued permits through construction.

Brett Berube and our environmental staff frequently coordinate with Zakia Williams of the **US Fish and Wildlife Service (USFWS)** on federally protected species survey methodology and Endangered Species Act Section 7 consultation. In addition, we work with various staff from the **Florida Fish and Wildlife Conservation Commission's (FWC)** Tallahassee and Southwest Regional (Lakeland) offices, most often with regional gopher tortoise biologist Lisa Esposito. Our subconsultant partners Artemis and 4Waters are also capable of providing natural resources support as needed.



ABILITY TO WORK WITH LAND DEVELOPMENT OR OTHER DIVISION STAFF

RK&K's passion and commitment to excellence are reflected in the strength and diversity of our team. Our success is built on the close relationships we've cultivated with both clients and teaming partners—relationships that foster trust, collaboration, and shared goals. We embrace a partnering approach and are fully prepared to work seamlessly with Polk County's divisions of Land Development, Planning, Utilities, Building, and all levels in between. This collaborative mindset promotes proactive communication and ensures efficient, successful project delivery. RK&K aligns only with firms that share our values and uphold rigorous quality standards, enabling us to consistently provide exceptional client service. With deep contract experience and a strong construction background, RK&K is uniquely positioned to lead this contract and deliver outstanding results for Polk County Land Development.

Tab 7 Surveys of Past Performance

Survey Questionnaire – Polk County

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: Tim Bearden (Name of Person completing survey)

Polk County (Name of Client Company/Consultant)

Phone Number: (863) 370-8927 Email: TimBearden@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Land Development Inspection Services

Name of Vendor being surveyed: Rummel, Klepper & Kahl, LLP d/b/a RK&K

Cost of Services: Original Cost: $1.4 million Ending Cost: N/A

Contract Start Date: October 2022 Contract End Date: October 2025

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 Tim Bearden

Signature of Evaluator: Tim Bearden

Please fax or email the completed survey to: jbeer@rkk.com

Survey Questionnaire – Polk County

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: Conner Updike, PE (Name of Person completing survey)

Polk County Roads & Drainage (Name of Client Company/Consultant)

Phone Number: (863) 535-2200 Email: ConnerUpdike@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: ARPA-Funded Drainage Improvements, Task: Indian Woods Drainage Improvements

Name of Firm being surveyed: Rummel, Klepper & Kahl, LLP

Cost of Services: Original Cost: $277,099 Ending Cost: $277,099

Contract Start Date: 5/2022 Contract End Date: 7/2025

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 Conner Updike, PE

Signature of Evaluator:

Please fax or email the completed survey to: florello@rkk.com

Survey Questionnaire – Polk County

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: Jay M. Jarvis, PE (Name of Person completing survey)

Polk County Board of Commissioners (Name of Client Company/Contractor

Phone Number: 863.535.2200 Email: jayjarvis@polk-county.net

Total Annual Budget of Entity $2.5B

Subject: Past Performance Survey of Similar work:

Project name: Fort Fraser Trail Analysis and Design

Name of Vendor being surveyed: Rummel, Klepper & Kahl, LLP d/b/a RK&K

Cost of Services: Original Cost: $492k Ending Cost: $628k (Expanded design scope. Added post design. Added gopher tortoise relocation)

Contract Start Date: 3/01/2021 Contract End Date: Ongoing (post-design services)

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 Jay M. Jarvis, PE

Signature of Evaluator:

Please fax or email the completed survey to: jbaan@rkk.com

Revised 3.7.23

Survey Questionnaire – Polk County

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: Pedro Berrios (Name of Person completing survey)

City of Winter Haven (Name of Client Company/Consultant)

Phone Number: 863.291.5853 Email: pberrios@mywinterhaven.com

Subject: Past Performance Survey of Similar work:

Project name: CEI for Logistics Parkway Extension

Name of Vendor being surveyed: Rummel, Klepper & Kahl, LLP d/b/a RK&K

Cost of Services: Original Cost: $1,475,817.00 Ending Cost: N/A

Contract Start Date: March 2023 Contract End Date: March 2026

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)	9
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	8
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	8
7	Ability to resolve issues promptly	(1-10)	9
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)	9
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	8

Printed Name of Evaluator Pedros Berrios

Signature of Evaluator: Pedro A. Berrios

Please fax or email the completed survey to: jbeer@rkk.com

Revised 3.7.23

28

Submittal Documents

Proposers Incorporation Information
(Submittal Page)

The following section should be completed by all proposers and submitted with their proposal submittal:

Company Name: Rummel, Klepper & Kahl, LLP

DBA/Fictitious Name (if applicable): RK&K

TIN #: 52-0599112

Address: 402 S. Kentucky Ave, Ste 400

City: Lakeland

State: FL

Zip Code: 33801

County: Polk

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your proposal submittal.

Contact Person: Josh Carter, PE

Phone Number: 863.682.4081

Cell Phone Number: 863.370.9682

Email Address: jcarter@rkk.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: MD

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

September 17, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. Procurement Analyst

Procurement Division

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

Signature:

Printed Name: Miriam Kronisch, PE, CCM

Title: Partner

Company: Rummel, Klepper & Kahl, LLP d/b/a RK&K

October 2, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. Procurement Analyst

Procurement Division

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

Signature: _____

Printed Name: Miriam Kronisch, PE, CCM

Title: Partner

Company: Rummel, Klepper & Kahl, LLP d/b/a RK&K

October 3, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. Procurement Analyst

Procurement Division

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

Signature: 

Printed Name: Miriam Kronisch, PE, CCM

Title: Partner

Company: Rummel, Klepper & Kahl, LLP d/b/a RK&K

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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 BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

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

Company Name: Rummel, Klepper & Kahl, LLP d/b/a RK&K

Signature: _____

Title: Partner

Date: 9/23/2025

State of: Virginia

County of: Fairfax

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 23 day of September, 20 25, by Miriam Kronisch (*name*) as Partner (*title of officer*) of Rummel, Klepper & Kahl, LLP (*entity name*), on behalf of the company, who [X] is personally known to me or [ ] has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Ann Marie McIntyre

Notary Commission Number and Expiration: 7220478 / 6/30/2028

(AFFIX NOTARY SEAL)

ANN MARIE MCINTYRE
NOTARY PUBLIC
REGISTRATION # 7220478
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JUNE 30, 2028

36

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

The undersigned, as an authorized officer of the consultant identified below (the "**Consultant**"), 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 Consultant in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Consultant and the County on or about the date hereof, whereby the Consultant 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 Consultant, 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 Consultant or subcontractor. The Consultant acknowledges and agrees that (i) the County and the Consultant may not enter into the Contract, and the Consultant 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 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 subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of 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 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 the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 23 day of September, 2025.

ATTEST:

By: _____

PRINTED NAME: KEVIN M. MENTZ

Its: DIRECTOR

CONSULTANT:

By: _____

PRINTED NAME: Miriam Kronisch, PE, CCM

Its: Partner

EXHIBIT B

Polk County RFP 25-625
Professional Services - Land Development

Job Class	From Raw Rate	To Raw Rate	From Fully loaded	To Fully loaded
CADD/Computer Technician	$27.26	$46.38	$84.51	$143.78
CEI Assist Contract Support Spec	$40.86	$42.56	$126.67	$131.94
CEI Assist Proj Admin/Project Engineer	$46.00	$51.97	$142.60	$161.11
CEI Contract Support Specialist	$45.00	$50.35	$139.50	$156.09
CEI Inspector (Structures)	$42.50	$47.78	$131.75	$148.12
CEI Inspector 3	$38.00	$41.90	$117.80	$129.89
CEI Inspector 2	$31.00	$38.00	$96.10	$117.80
CEI Inspector 1	$28.10	$31.00	$87.11	$96.10
CEI Project Admin/CEI Project Engineer	$60.50	$63.50	$187.55	$196.85
CEI Scheduler	$65.74	$93.31	$203.79	$289.26
CEI Secretary/Clerk Typist	$26.00	$30.00	$80.60	$93.00
CEI Senior Inspector- Bldg Struct.	$44.10	$48.77	$136.71	$151.19
CEI Senior Project Engineer	$81.75	$95.29	$253.43	$295.40
CEI Survey Modeler	$28.57	$41.04	$88.57	$127.22
Chief Designer	$54.76	$66.50	$169.76	$206.15
Chief Engineer 1	$90.00	$101.49	$279.00	$314.62
Chief Engineer 2	$90.85	$106.00	$281.64	$328.60
Chief Landscape Architect	$73.50	$101.59	$227.85	$314.93
Chief Planner	$73.73	$88.43	$228.56	$274.13
Chief Scientist	$60.66	$76.83	$188.05	$238.17
Chief Utility Coordinator	$56.84	$64.90	$176.20	$201.19
Community Outreach Specialist	$31.64	$38.47	$98.08	$119.26
Community Outreach Specialist - Junior	$34.62	$34.62	$107.32	$107.32
Designer	$36.49	$48.91	$113.12	$151.62
Engineer 1	$48.08	$57.21	$149.05	$177.35
Engineer 2	$59.60	$70.63	$184.76	$218.95
Environmental Specialist	$36.21	$40.95	$112.25	$126.95
Geotech Engr- Bridge DSF	$30.13	$30.38	$93.40	$94.18
Geotech Engr for Bridge Pile Foundations	$34.57	$38.75	$107.17	$120.13
Geotechnical Technician- DSF	$30.13	$35.90	$93.40	$111.29
Geotechnical Technician-Pile Foundation	$20.00	$40.00	$62.00	$124.00
GIS Specialist	$37.73	$58.13	$116.96	$180.20
Land Planner	$44.72	$44.72	$138.63	$138.63
Planner	$36.51	$43.27	$113.18	$134.14
Principal Engineer	$86.06	$114.21	$266.79	$354.05
Project Landscape Architect	$46.00	$59.28	$142.60	$183.77
Project Manager 1	$68.73	$84.13	$213.06	$260.80
Project Manager 2	$75.82	$87.50	$235.04	$271.25
Project Manager 3	$87.00	$113.32	$269.70	$351.29
Senior Engineer 1	$75.52	$90.00	$234.11	$279.00
Senior Engineer 2	$79.03	$97.06	$244.99	$300.89
Senior Engineering Technician	$33.00	$43.35	$102.30	$134.39
Senior Geotech Engr- DSF	$67.50	$67.50	$209.25	$209.25
Senior Geotech Engr-Bridge Pile Foundation	$63.00	$70.00	$195.30	$217.00

Job Class	From Raw Rate	To Raw Rate	From Fully loaded	To Fully loaded
Senior Geotech Technician-Pile Foundation	$29.00	$37.40	$89.90	$115.94
Senior Geotechnical Technician-DSF	$33.34	$41.16	$103.35	$127.60
Senior Utility Coordinator	$45.00	$66.63	$139.50	$206.55
SUR UAS Operator	$35.00	$83.97	$108.50	$260.31
Utility Coordinator	$36.50	$51.61	$113.15	$159.99

Fran McAskill
Director
Procurement Division

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

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1.	Subcontractor Services	Actual Costs
2.	Travel & Mileage Expenses	In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).
3.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs

MASTER CONSULTING AGREEMENT

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, Dewberry Engineers, Inc. (the "Consultant") a New York corporation located at 1479 Town Center Drive, Suite D214, Lakeland, FL 33803 and whose Federal Employer Identification Number is: 130746510.

WHEREAS, the County Land Development Division works with engineers, surveyors, attorneys, planners, and the public to ensure that land is developed in accordance with the Polk County Land Development Code, Comprehensive Plan, and Utility Code. The Land Development Division, Engineering Section provides site design review services for private commercial and residential development projects, as well as activities within County rights-of-way. Additionally, staff provides site construction inspection services, floodplain management services, and survey reviews, which includes, meetings with property owners, developers, the Florida Department of Transportation (FDOT), city staff, and various regional and state agencies; and,

WHEREAS, County requires certain professional services in connection with staff augmentation services, which includes surveyors, inspectors, floodplain management and engineers on a temporary basis; and

WHEREAS, the County has solicited for these services via RFP 25-625, 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 **Term**

1.1 This Agreement shall take effect on the date of its execution by the County (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year time period, commencing

upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Services to Be Performed by Consultant**

2.1 Consultant shall perform the services as generally described in (i) the County's Request for Proposals RFP 25-625 to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 25-625") all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the "Services"). Such authorization will be referred to as a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO") and all provisions of this Agreement apply to the CSA/CPO with full force and effect as if appearing in full within each CSA/CPO. Each CSA/CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution.

2.2 The Consultant is not authorized to undertake any project without a duly executed CSA/CPO, which shall specify the work to be performed and the time to be completed. Consultant recognizes that the County may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

2.3 When the Consultant and the County enter into a CSA/CPO where the term of the CSA/CPO expires on a date that is later than the date that the Master Consulting Agreement (MCA) expires, the Consultant and the County agree that the terms of the MCA and any amendments, attachments or provisions thereof are automatically extended until the expiration (including any extension or amendment thereto) or full completion of the requirements of the CSA/CPO have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the CSA/CPO shall cause the terms of the MCA to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of the MCA. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of the MCA.

3.0 **Compensation**

3.1 General

3.1.1 County shall pay Consultant in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.2 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to the Master Consulting Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for CSA's/CPO's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual CSA/CPO.

3.1.4 In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as Exhibit "B". The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.5 Invoices must reference the applicable CSA/CPO number, using an invoice form approved by the County Auditor.

3.1.6 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

Polk County Land Development Division
330 W. Church Street, Bartow, FL 33830
Attention: Director

3.1.7 In order for both parties herein to close their books and records, 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.

3.1.8 Payment of the final invoice shall not constitute evidence of the County's acceptance of the work

3.1.9 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by County and, if so requested, shall be furnished by Consultant to County Auditor's satisfaction.

3.1.10 By submission of an invoice, the project manager or designated payroll officer is deemed to be attesting to the correctness and accuracy of time charges and requested reimbursements.

3.1.11 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.2 Reimbursable

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement per the negotiated CPO or CSA shall be reimbursed in accordance with the County's Reimbursable Schedule, Exhibit "C", and 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 Scope of Work described in this Agreement, CSA, or CPO.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable CSA or CPO, and include:

Sub-Consultant

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel only (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Land Development Division offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

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

4.0 **Insurance**

4.1 General Provisions

4.1.1 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 coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect 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.

4.1.2 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 Commercial General Liability and Worker's Compensation Liability policies shall contain a waiver of subrogation in favor of Polk 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.

4.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the County.

4.1.4 If there is any failure by the Consultant to comply with the provisions of

this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance.

4.1.5 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.

4.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All Consultants' subconsultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants 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 subconsultants' insurance coverage.

4.1.9 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.

4.2 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.

4.3 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:

4.3.1 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.

4.3.2 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)

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. $2,000,000.00 for design errors and omissions, inclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CSA or CPO for the project.

4.7 Worker's Compensation. The Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 **Standard of Care**

5.1 Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 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.

5.3 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.

5.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 **Indemnification**

6.1 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, County and Consultant agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold 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, attorney's 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, its 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.

6.2.2 County 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.

6.2.3 Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

6.3 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 Agreement shall survive as if the Agreement were in full force and effect.

7.0 **Independent Contractor**

7.1 Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 County shall have no right to supervise the methods used, but County shall have the right to observe such performance.

7.3 Consultant shall work closely with County in performing Services under this Agreement.

7.4 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.

7.5 Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 **Authority to Practice**

8.1 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.

9.0 **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 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 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 CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLKFL.GOV

10.0 **Compliance with Laws**

10.1 In performance of the Services, 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.

11.0 **Subcontracting**

11.1 The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

11.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a Subcontractor to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

12.0 **Federal and State Taxes**

12.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to 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.

13.0 **Public Entity Crimes**

13.1 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.

14.0 **County's Responsibilities**

14.1 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.

15.0 **Termination of Agreement**

15.1 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.

15.2 This Agreement may be terminated by the County with or without cause immediately upon written notice to the Consultant.

15.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination.

15.4 After receipt of a Termination Notice, as described in this Article 15.0, and except as otherwise directed by the County, the Consultant shall:

15.4.1 Stop work on the date and to the extent specified.

15.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

15.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

15.4.4 Continue and complete all parts of the work that have not been terminated.

16.0 **Uncontrollable Forces (Force Majeure)**

16.1 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.

17.0 **Governing Law and Venue**

17.1 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. Each party shall be responsible for its own attorneys' fee and other legal costs and expenses.

18.0 **Non-Discrimination**

18.1 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.

19.0 **Waiver**

19.1 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. 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.

20.0 **Severability**

20.1 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.

20.2 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.

20.3 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.

20.4 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.

21.0 **Entirety of Agreement**

21.1 The County and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

21.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and Consultant pertaining to the Services, whether written or oral.

21.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

22.0 **Modification**

22.1 This Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 **Successors and Assigns**

23.1 County and Consultant each binds itself and its partners, successors, permitted assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, permitted assigns, and legal representatives of such other party.

23.2 Consultant shall not assign this Agreement without the express written approval of the County by executed amendment, which approval may be withheld in the County's sole discretion.

23.3 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.

24.0 **Contingent Fees**

24.1 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.

25.0 **Truth-In-Negotiation Certificate**

25.1 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 Effective Date of this Agreement.

25.2 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.

26.0 **Ownership of Documents**

26.1 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, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. 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 Consultant.

27.0 **Access and Audits**

27.1 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.

27.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the Polk County Board of County Commissioners 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.

27.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

27.4 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.

28.0 **Notice**

28.1 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 Land Development Division
330 West Church Street
Bartow, FL 33830
Attention: Director

As to Consultant: Dewberry Engineering, Inc.
1479 Town Center Drive, Suite D214
Lakeland, FL 33803
Attention: Robert Beltran, PE

28.2 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. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions 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.

28.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

29.0 **Service of Process**

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant: Dewberry Engineering, Inc.
1479 Town Center Drive, Suite D214
Lakeland, FL 33803

Attention: Robert Beltran, PE

30.0 **Contract Administration**

30.1 Services of Consultant shall be under the general direction of the Land Development Division Director, or their successor, who shall act as the County's representative during the term of this Agreement.

31.0 **Key Personnel**

31.1 Consultant shall notify 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 changes. Consultant at 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. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Robert Beltran, PE

Name: Christopher Allen, PE

Name: Nicole Stalder, PE, LEED, AP

32.0. **Annual Appropriations**

32.1 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.

33.0 **Liquidated Damages**

33.1 The parties hereto agree that liquidated damages, in the amount specified in the applicable CSA/CPO, will be assessed against the Consultant for Consultant' s failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to Consultant's fault in causing the delay as compared to other causes, and to the extent the Consultant is not

delayed by reasons beyond Consultant's reasonable control.

34.0 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.

35.0 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.

36.0 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).

37. No Construction Against Drafter

37.1 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.

38. 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 THE PAGE LEFT INTENTIONALLY BLANK)

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

ATTEST:

STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

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

Date Signed by County:_____

Review as to form and legal sufficiency

5/12/26
County Attorney's Office Date

ATTEST:

By: Colleen M. Collins
Corporate Secretary

Colleen M. Collins
[Print Name]

DATE: May 18, 2026

SEAL

Dewberry Engineering, Inc.
a New York corporation

By:_____

Roberto R. Beltran, Jr.
[Print Name]

Vice President
[Title]

DATE: May 18, 2026

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 May 18, 2026 (Date) by Roberto R. Beltran, Jr. (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 May 18, 2026 (Date) Audrey T. Booth (Official Notary Signature and Notary Seal)

Audrey T. Booth (Name of Notary typed, printed or stamped)

Commission Number ## 487767 Commission Expiration Date 3/23/28

Notary Public State of Florida
Audrey T. Booth
My Commission HH 487767
Expires 3/23/2028

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-625, Engineering Staff Augmentation Services for Land Development

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 BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

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

Company Name: Dewberry Engineers Inc

Signature: Roberto R Beltran VP

Title: Vice President

Date: May 18, 2026

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 May, 2026, by Roberto R. Beltran (*name*) as Vice President (*title of officer*) of Dewberry Engineers Inc (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Audrey T. Booth

Printed Name of Notary Public: Audrey T. Booth

Notary Commission Number and Expiration: 3/23/28

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Audrey T. Booth
My Commission HH 487767
Expires 3/23/2028

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 Roberto R. Beltran, Jr. 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 Engineering, Inc.
NONGOVERNMENTAL ENTITY

SIGNATURE

Roberto R. Beltran, Jr.
PRINT NAME

Vice President
TITLE

May 18, 2026
DATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/14/2026

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

CN102736896-7/1-1.1a-25-26

CONTACT NAME: Ashley Oliver
PHONE (A/C, No, Ext): 410 347 3631 **FAX (A/C, No):**
E-MAIL ADDRESS: Ashley.Oliver@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Charter Oak Fire Insurance Company	25615
INSURER B : The Travelers Indemnity Company Of America	25666
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-007485892-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
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 $			CUP-4J583077-25-43	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE 	$ $ $	2,000,000 2,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** 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		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: DEWBERRY PROJECT/JOB/PLN # MSA, BU2705, RFP 25-625; CLIENT CONTRACT #RFP 25-625

THE COUNTY IS INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT. GENERAL LIABILITY INCLUDES COVERAGE FOR XCU SUBJECT TO POLICY TERMS AND CONDITIONS. A CROSS LIABILITY CLAUSE IS INCLUDED IN THE GENERAL LIABILITY SUBJECT TO POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER

POLK COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ATTN: DIVINA ARROYO
330 W. CHURCH STREET, ROOM 150
BARTOW, FL 33830

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

Exhibit Ai

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from firms that are interested in providing professional services of surveyors, inspectors, floodplain management and engineering on a temporary basis to support the operational needs of the Land Development Division, 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: 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

Receiving Period: Prior to 2:00 p.m., Wednesday, October 8, 2025

Bid Opening: Wednesday, October 8, 2025, at 2:00 p.m. or as soon as possible thereafter..

Special Instructions: A **NON-MANDATORY** pre-proposal meeting will be held Tuesday, September 16, 2025, 2:00 p.m. at the Polk County Administration building, Procurement Conference Room 150 (1st Floor) located at 330 W. Church St, Bartow, FL 33830. Those attending via video conference will be added to the sign-in sheet by the Procurement office during the video conference. The Zoom Meeting ID: 876 0813 0810.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at tabathashirah@polk-county.net. All questions must be received by Wednesday, September 24, 2025, 5:00 p.m.

Bid Opening: Proposers may 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.

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 Polk County Procurement Division as soon as possible. It is the firm's responsibility to verify if any addenda have been issued.

RFP Number: 25-625

RFP Title: Staff Augmentation Services for Engineers, Surveyors, Inspectors, and Flood Plain Management (CCNA)

This form is for RFP registration. Please scroll down for additional information.

This form is for proposal 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 #25-625 Engineering Staff Augmentation Services for Land Development Request for Professional Services" 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	25-625
RFP Title	Staff Augmentation Services for Engineers, Surveyors, Inspectors, and Flood Plain Management (CCNA)
Due Date/Time:	October 8, 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 25-625 Tab 1"

"RFP 25-625 Tab 2"

"RFP 25-625 Tab 3"

"RFP 25-625 Tab 4"

"RFP 25-625 Tab 5"

"RFP 25-625 Tab 6"

"RFP 25-625 Tab 7"

"RFP 25-625 Submittal Documents"

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 # 25-625

Staff Augmentation Services for Engineers, Surveyors, Inspectors, and Flood Plain Management (CCNA)

Sealed proposals will be received in the Procurement Division, **Wednesday, October 8, 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. All questions must be received by September 24, 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 Proposal 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 service of firm(s) to pv.

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.

All personnel assigned to the work shall be fully qualified and licensed as necessary.

It is the intent of the County to select and negotiate a Master Consulting Agreement with one (1) or more firm(s). The County may employ several different consultants to perform the work described. No consultant shall be employed as the exclusive consultant. Consultants will be chosen based upon the expertise and experience listed as pertains to the work described. Selection of a qualified firm under this RFP is not a guarantee of work.

The County will negotiate a fee schedule 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.

The Successful Proposer must register in our Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a firm until they have registered. You may register by going to the following link: https://www.polk-county.net/business/procurement/vendor-information/. It is the responsibility of all firms to update their firm information. Only registered firms will receive notifications of future RFP's.

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

BACKGROUND, PURPOSE AND SCOPE

Background & Purpose:

The Land Development division works with engineers, surveyors, attorneys, planners and the public to ensure land is developed in accordance with the Polk County Land Development Code, Comprehensive Plan, and Utility Code. As part of the Land Development Division, the County Engineering Section's staff provides site design review services for private commercial and residential development projects, as well as activities within County rights-of-way. Staff also provide site construction inspection services, floodplain management services, and surveying review. Staff members coordinate meetings with property owners, developers, the Florida Department of

Transportation (FDOT), city staff, regional and state agencies. The goal is to ensure safe portals and best management practices consistent with Polk County policy.

Polk County has been experiencing significant population growth and rapid development and urbanization. As a result of this growth and demand the County requires temporary staff to assist Land Development staff with these roles.

The purpose of this proposal is to establish an hourly billing rate for the job classifications described below. The obligation of the County will be solely to compensate the Firm(s) for the number of hours provided in accordance with the fee schedule negotiated with the awarded firm(s). The fee schedule for each job classification shall be inclusive of all costs including but not limited to, overhead, profit, mileage, background checks, screenings, etc., there will be no reimbursables.

SCOPE OF SERVICES

The scope of services shall include, but will not be limited to the following types of work:

SURVEYORS

The scope of services shall include, but not be limited to, review of subdivision plats, site plan boundary review, survey field work, photogrammetric surveys, light detection and ranging (LiDAR) surveys, boundary surveys, right of way map preparation, survey drafting (including all software necessary to produce required plans, documents, etc.), design surveys, writing of legal descriptions and recording of easements, easements and right-of-way, parcel and plat research, easement sketches, easement staking, easement encroachments, "as built" surveys and topographic surveys, aerial topographic survey (survey approximating the contour of the land), surveying and mapping, ordinary high water line, bathymetric survey, volumetric calculations, ground based surveying, and GPS support services, sovereign boundaries, Federal Emergency Management Agency (FEMA) flood zone boundaries. These services may also be used by any division within the County and, may be required to meet Southwest Florida Water Management District (SWFWMD), South Florida Water Management District (SFWMD), Florida Department of Transportation (FDOT), US Army Corps of Engineers, or Florida Department of Environmental Protection (FDEP) survey protocol, along with having the survey to be certified to that agency, in addition to the County.

The services will support a number of projects including, but not limited to; wetland delineation for state and federal agencies, wetland mitigation design and permitting, design and permitting of infrastructures including stormwater management, roads, land reclamation, construction management, borrow site development, geotechnical and hydrogeological services, title searches, wetland delineation, jurisdictional wetland delineation, endangered species survey, environmental sciences, environmental right-of-way, geotechnical, historical, archaeological, wetland and hazardous material operations.

The information gathered in these types of services may need to be mapped and certified.

Surveyors' Specifications

1. Plat and Plan Review - Review both commercial and public subdivision plats for conformance with FSS chapter 177- "The making of plats". Assist Land Development division by reviewing submitted documents to ensure compliance with both State and County standards. Written comments are to be provided within appropriate review times as determined by Polk County Land Development Code.

2. Topographic services in paper and electronic format - Work must be rectified and meet the State of Florida surveying requirements for topographic maps. Work must be completed under the supervision of a Professional Surveyor and Mapper (PSM) licensed in the State of Florida.

3. Volumetric Calculations – Complete volumetric calculations of material stockpiles, borrow material, and in place earthmoving to support annual reports and construction administration. Provide hydrographic and bathymetric survey data to support volumetric calculations involving areas of standing and flowing water of variable depth. Work must be completed under the supervision of a PSM licensed in the State of Florida.

4. Deliverables may include, but are not limited to; sealed, certified copies of the final survey, certified to County Divisions, AutoCAD drawing file of the completed survey in digital format in current version of AutoCAD, ArcMap drawing of completed survey in digital format(i.e. Shape file & Digital Elevation Model), all supporting documentation and computations organized and annotated to allow review of adjustments and conclusions. This data should be printed or scanned into PDF format, digital copy of all data (drawing file, Adobe PDF file, custom font, line types, plot styles, color tables), ASCII text file of the DEM points, (N,E,Z), with an accompanying surveyor's report and files need to be in a format accessible directly into GIS without any conversion steps (i.e. polyline shapefile), Final report shall be certified and sealed, dated, and signed by a Professional Florida Licensed Surveyor and Mapper, Data deliverables shall be made available to client in electronic format. The report should be Adobe PDF format and the DEM an ASCII text file and files need to be in format accessible directly into GIS without any conversion steps (i.e. polyline shapefile). Files shall be sent by email or ftp download, or on a flash drive, CD or DVD of the data.

5. All Surveying and Mapping will be performed per "The Florida Standards of Practice for Surveying and Mapping" and signed and sealed by a Florida Licensed Surveyor and Mapper.

6. Consultant shall establish horizontal and vertical control(s) for the site/project.

7. Consultant shall establish LiDAR check points for calibration.

8. Horizontal datum will be NAD 1983 Florida West zone state plane coordinates (latitude/longitude), U.S. survey feet and the vertical datum will be NAVD 88, U.S. survey feet, unless client specifies otherwise in writing.

9. Topography acquired by remote sensing methodology will be produced per the "ASPRS Positional Accuracy Standards for Digital Geospatial Data".

10. Create a digital elevation model (DEM) from Airborne LiDAR data. The DEM density will be based on project specific needs.

INSPECTORS

As part of the Land Development Division, the County Engineering Section's inspection staff provides site construction inspection services for private commercial and residential development projects, as well as activities within County rights-of-way. Staff members coordinate pre-construction meetings with engineers and contractors. During construction, Land Development inspection staff work in the field to ensure that projects are constructed in accordance with approved plans, Land Development Code and Polk County Utilities Standards and Specifications Manual. Occasionally the County requires temporary staff to assist Land Development with field inspections.

Land Development Inspectors will perform utility (water, wastewater, reclaimed water), roadway, pavement, culvert, drainage system, and related site development construction inspections to ensure compliance with the approved construction plans, specifications, and related permits.

The scope of services shall include, but not be limited, the following duties to be performed:

1. Interpret design plans and specifications.

2. Observe construction activity and inspect workmanship, materials, and techniques to ensure compliance.

3. Inspection of installation of underground utility lines.

4. Oversight and inspection of backfill and compaction work.

5. Inspection of storm sewer and surface water management facilities.

6. Site grading, soil stabilization/erosion prevention.

7. Ensure proper pavement construction including depths, materials, installation, mix and temperature testing for asphalt pavements.

8. Verifies material quantities and product types.

9. Inspection of lift station construction.

10. Inspect installation of signage and traffic control devices.

11. Makes record of project progress.

12. Interacts with contractors, consultants, and other related parties.

13. Identifies project issues and coordinates with County Engineer staff regarding resolutions.

14. Makes recommendations to County Engineer regarding final release of projects at completion of construction.

FLOODPLAIN MANAGEMENT

As part of the Land Development Division, the County Floodplain Management Section's staff provides a range of services necessary for ensuring compliance with the National Flood Insurance Program (NFIP) and the Florida Building Code, as well as maintaining activities and records for participation in the Community Rating System (CRS). Staff members coordinate with property owners, developers, county emergency management, the Florida Division of Emergency Management, the Federal Emergency Management Agency (FEMA) and other community staff, as well as a range of regional and state agencies.

The scope of services of the floodplain management activities may include but are not limited to the following duties:

1. Assist in the coordination of the County's Floodplain Management Program, ensuring that the County meets FEMA's minimum NFIP participation requirements.

2. Provide technical information and assistance to the Building Official and other County staff in the interpretation and application of floodplain management requirements.

3. Assist in coordination of the County's FEMA Community Rating System (CRS) Program.

4. Assist in the application of the County's floodplain ordinance, regulations, policies, and procedures, and inspection processes as related to floodplain management.

5. Promote public awareness of the County's Floodplain Management Program through attending community meetings, including the Board of County Commissioners, Planning Commission, Code Enforcement, and Special Magistrate; or conducting public outreach.

6. Conduct site visits, respond to specific complaints, and document observations related to floodplain management enquiries.

7. Assist in mediating floodplain management related complaints.

8. Explain floodplain development requirements to community leaders, citizens, and the general public.

9. Maintain records and documents that keep the County a participant in FEMA's NFIP and CRS programs.

10. Maintain the Community Floodplain Management Reference Library.

11. Provide assistance to FEMA and State Floodplain Management Office representatives during Community Assistance Visits (CAV) and Community Rating System (CRS) Program reviews.

12. Monitor, coordinate, and collaborate with other federal and state Floodplain Management programs.

13. Appear as a witness involving floodplain violations.

14. Assist in coordination of disaster response and recovery efforts.

15. Assist in coordination of hazard mitigation grants.

16. Performs other related job duties as assigned.

ENGINEERING SERVICES

As part of the Land Development Division, the County Engineering Section's staff provides site design review services for private commercial and residential development projects, as well as activities within County rights-of-way. Staff members coordinate pre-design meetings with property owners, developers, the Florida Department of Transportation (FDOT), city staff, regional and state agencies. The goal is to ensure safe portals and best management practices consistent with Polk County policy.

The scope of services of the Engineering services may include but are not limited to the following duties:

1. Provide comprehensive review of land development projects to ensure compliance with the Polk County Land Development Code, Polk County Utility Code, and other applicable design standards. This may include stormwater design review, transportation system design review, traffic study analysis, subdivision design review, water/wastewater system design review, planning/zoning review, landscape design review, flood plain management, wetland/natural resource impacts, or any other component of Land Development review.

2. Provide technical information and assistance to the Utility or Roads and Drainage Divisions as it relates to Land Development projects.

3. Oversee and provide project management services for Land Development related improvement projects to public infrastructure.

4. Provide technical information and assistance to the Building Official and other County staff in the interpretation and application of Land Development Code requirements.

5. Assist in the application of the County's floodplain ordinance, regulations, policies, and procedures, and inspection processes related to floodplain management.

6. Review and evaluate impacts on natural resources such as wetlands. May include site visits for delineation and functionality review, interagency coordination, and compliance review.

7. Conduct site visits, respond to specific complaints, and document observations related to land development enquiries.

8. Assist in mediating land development related complaints.

9. Meet with and explain land development requirements to community leaders, citizens, and the general public.

10. Appear as a witness involving floodplain violations.

11. Assist in coordination of disaster response and recovery efforts.

12. Assist in coordination of hazard mitigation grants.

13. Performs other related job duties as assigned.

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in the agreement will be assigned during the term of the agreement. Further, the Consultant is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff.

SPECIFICATIONS

1. Regular work hours will be performed Monday through Friday excluding County holidays. Official operating hours (in most cases) will be 8:00 a.m. to 5:00 p.m. for most positions or 7:00 a.m. to 4:00 p.m. for inspector staff, with a one-hour break for lunch. The User Division requesting the staff will determine the number of hours worked daily, the length of time the staff is required, and the total number of staff required. The County will only pay for hours worked; the County will not pay holiday pay.

The following is a listing of those holidays:

a. New Year's Day

b. Martin Luther King Jr., Day

c. Memorial Day

d. Independence Day

e. Labor Day

f. Veteran's Day

g. Thanksgiving Day and the day after

h. Christmas Eve and Christmas Day (unless otherwise directed by the Board of County Commissioners)

2. Firm(s) shall provide certification verification to the County Engineer or designee prior to start of employment of all temps.

3. Staff shall report to work equipped with a cell phone and computer. The County will not provide communications equipment or reimburse for equipment usage. All costs shall be included in the billing rate.

4. Staff may be required to report to work at the County Administration Building, Office of Land Development, 330 W Church Street, 2nd Floor, Bartow, FL, or a future construction site located within Polk County.

5. Firm(s) shall be responsible for providing necessary and adequate transportation for staff. The County will not provide vehicles. Mileage will not be reimbursed. All costs shall be included in the billing rate.

6. Staff may be asked to work remotely or from a location collectively decided upon between the firm(s) and county staff. Travel time to and from the designated reporting location will not be paid. The designated reporting location is subject to change.

7. The County reserves the right to keep the staff engaged for as long as the need continues.

8. If the County determines the staff sent to any job site is/are not qualified to do the required work within the first four (4) hours after reporting to work, the County will dismiss the staff and notify the Firm at no cost to the County.

9. Staff will be dismissed from their assignment at the sole discretion of the County Engineer or designee for the use of alcohol or controlled substances while on duty, using profanity or being verbally abusive, disobedience of reasonable directions given by the County's personnel, violation of safety rules and regulations and misuse of the County's property.

10. Any work products such as reports, drawings or charts or other intellectual property that are produced by staff as part of the services provided shall be the sole property of the County. All reports, correspondence and any other information is subject to the Florida Public Records Law.

11. Protection of County Information – Due to the sensitive nature of the information maintained by the County, the Firm(s) or any of their employees shall not disclose or release in any manner, any and all information the County deems private, privileged or confidential transmitted/handled during the performance of the contract service. At no time shall any information be disclosed without the County's prior written consent.

12. Time sheets must detail out the time worked with a deduction for lunch. The County will pay only in 15-minute increments, not less. If time is not posted on the quarter hour, it will be rounded up or down to the nearest quarter hour. If the time falls under seven (7) minutes of the quarter hour, it will be rounded down; if it is seven (7) minutes or more of the quarter hour, it will be rounded up. Time sheets must accompany all invoices and be billed at the negotiated billing rates.

13. Firms must possess the capability of providing background checks for any staff requested by the County.

14. The firm will be responsible for performing and verifying all background checks before a Temp can be provided to the County.

15. The County will request confirmation of such background checks/screening and the documented results. The County may request additional background or other checks including criminal background checks and fingerprinting of all staff being provided. The Firm shall not be required to re-screen existing staff assigned to a project. Background checks will be provided to the Human Resources office and shall include but not limited to the following:

    a. Pre-employment drug screening

    b. Authorization to work in the United States

    c. Statewide criminal check (going back at least 10 years)

    d. Nationwide criminal check/discovery (checks state criminal records and sexual predator databases for all states)

    e. Motor Vehicle/Driving Record

16. Staff must notify the Land Development Representative immediately if the assignment given to them is a conflict of interest. A conflict of interest includes, but is not limited to, the project being inspected, or plans being reviewed is being developed, designed, and/or constructed by the staff's employer, family member, or will result in a direct/indirect financial gain or any other type of gain to the Temp, a family member, and/or employer.

AGREEMENT

The Master Consulting Agreement will be for five (5) years unless otherwise terminated in accordance with the master service agreement.

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
f) Provide a list of the trades you are proposing to provide staff augmentation for. (Proposers should be able to provide staff for a minimum of two trades)

Tab 2 Approach to the Project (35 points)
(Maximum of four (4) pages)

a) Describe the specific abilities of the firm/ personnel to be assigned to these services in regard to this approach. Include any additional information not directly cited in the scope of services.
b) Describe in detail the components of how your firm proposes to manage assigned project(s), based upon the scope of services. Please identify the services your firm provides which make you qualified to perform the required services.
c) Describe how the firm plans to maintain the project team and manage the project team members' time in order to ensure sufficient time to complete a project.
d) Describe the firm's Quality Assurance and Quality Control program as it pertains to engineering services.

Tab 3 Experience, Expertise, Personnel and Technical Resources (40 points)

- Provide four (4) projects in which the proposer has performed within the past five (5) years as the prime proposer, which best illustrate the experience of the firm and current staff as related to the desired professional services. Proposers should provide a minimum of (1) one project for (2) two of the (4) four types of trades (surveyor, inspector, flood plain management and engineer) and one of the projects identified should be projects performed for public entities. (Maximum of one (1) page only 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, if completed provide the actual completion date;
e) The nature of the firm's responsibility on the project;
f) List of change orders, including dollar amount, which were the result of unforeseen circumstances or design errors/oversights; and
g) List of any time extensions created by item "f" above.

- Provide an organizational chart of the team highlighting the key individuals who will work on this contract.
- Provide brief resumes of the firm's key personnel to be assigned to the master service agreement including the trade they will be augmenting, 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?
- Identify any sub-consultants that may be involved throughout the duration of the agreement. For each sub consultant identified please provide:
  - 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' or sub-consultant's 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.
- 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 firms. To that end we encourage all of our prime and professional services firms to utilize W/MBE firms 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 Interactions with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, water use permitting, consent orders, consultation, governing regulations; and other related activities. Describe the firm's ability to work with Land Development or other Division staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies, including, but not limited to SWFWMD, FDEP, FDOT, SFWMD, FEMA, US Army Corps and local municipalities if applicable. (Limit response to one (1) page)

Tab 7 Surveys of Past Performance (10 Points)

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

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 7) 10 points

  Subtotal Points: 20 points

  by the process stated under each corresponding Tab description as set forth on Pages 16-19.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:
  - Approach to the Project (Tab 2) 35 points
  - Experience, Expertise, Personnel & Technical Resources (Tab 3) 40 points

- Interaction w/ County &
- Regulatory Agencies (Tab 6) 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.

2) 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.
3) A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.
4) 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.
5) 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.
6) 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 must 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 must 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 are 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 authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer(s). After Board approval to authorize staff to negotiate a contract, said Proposer(s) will then be elevated to Elevation Level 4 for 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(s). Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer(s) 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(s) are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer(s) 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(s).

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 $100,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by

the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Consultants; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles and shall be primary to any other available insurance.

Professional Liability Insurance. $2,000,000 to include, but not limited to, design, surveys, and engineering errors and omissions, inclusive of defense costs. The 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 proposing 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
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 one hundred and twenty (120) 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 the proposal with their submittal, or must provide within thirty (30) days from the Proposal due date.

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 Proposal 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 consultant 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 consultant or subcontractor. 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 subcontractors to provide an affidavit attesting that the subcontractor 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 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 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.

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 Firm Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Firm's social, political, or ideological interests when determining if the Firm is a responsible firm; or (ii) give preference to a Firm based on the Firm'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 Firm hereby certifies to the County that the Firm is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Firm engaged in a boycott of Israel, nor was the Firm on such List or engaged in such a boycott at the time it submitted its proposal, 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 Firm further certifies to the County as follows:
      a) the Firm is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
      b) the Firm 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 Firm is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
      d) the Firm 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 Firm hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Firm 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 Firm 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 Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ii. The Firm 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 Firm 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 proposers and submitted with their proposal 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 proposal 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 firm must complete and submit this form prior to award. The Successful firm 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 (Professional Services for Hillsborough County Land Development), Etc.
COST OF SERVICES	Cost of services ($20,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2020)

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 7
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 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Firm 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

SOLICITATION NO.: RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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 BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 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: 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

The undersigned, as an authorized officer of the consultant identified below (the "**Consultant**"), 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 Consultant in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Consultant and the County on or about the date hereof, whereby the Consultant 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 Consultant, 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 Consultant or subcontractor. The Consultant acknowledges and agrees that (i) the County and the Consultant may not enter into the Contract, and the Consultant 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 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 subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of 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 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 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:	**CONSULTANT:**
By: _____	By: _____
PRINTED NAME: _____	PRINTED NAME: _____
Its: _____	Its: _____

September 17, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. 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 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

Addendum #1

Question 1: 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 1: 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 2: Can firms provide staff to cover all trades even if we're not submitting on all trades?

Answer 2: Firms are only required to submit resumes for staff or subconsultants for the trades they are proposing to perform. Evaluation and selection will be based solely on the experience submitted in the proposal. Trades for which a firm does not submit experience will not be considered for staff augmentation services.

October 2, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. 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: _____

Q1: Could you confirm the process for submitting the Cost Tab? The RFP refers to uploading it as an Excel file, but I would like to verify if there are any additional content instructions or formatting requirements?

A1: Not applicable, there is no Cost Tab for this RFP. RFP Package, page 4 states *"Please only upload your documents as a PDF or Excel file for the Cost Tab,* ***if applicable."***

Q2: Who does Polk County recognize as an approved criminal background checks/fingerprinting, and drug screening company for completing Specifications Item 15? Does such company only need to be approved by the State of Florida or does Polk County have an approved list of companies for these services?

A2: The Proposer must have the capability to conduct background checks; however, the County does not require the Proposer to use an approved vendor list.

October 3, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. 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: _____

Q1: As currently worded, we believe that the indemnity provision located on page 25 of your RFP is not in compliance with FL Statute 725.08 and is unenforceable. Would the County consider rewording same to conform with the statute? Suggested language per FL Statute 725.08: "*The design professional shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.*"

A1: The RFP indemnity language will remain unchanged at this time. Minor adjustments may be made to the indemnity language during negotiations with the elevated consultants.

EXHIBIT A-II

TAB 1: Executive Summary

Dewberry www.dewberry.com

EXECUTIVE SUMMARY

Dewberry Engineers Inc. (Dewberry) is eager to continue and expand our partnership with Polk County (County). We have a longstanding history with Polk County, and have provided similar support services and frequent collaboration in engineering, planning, design, construction, operation, monitoring, construction inspection, and support. Dewberry is a multidisciplinary firm with a proven history over the last 65 years of providing professional engineering services to public- and private-sector clients. We offer a wide range of seasoned in-house engineers, inspectors, surveyors, planners, and environmental scientists who match the scope of professional services required to support this contract.

Dewberry clearly understands Polk County's opportunities and challenges. We also have a unique insight into regional needs and work experience with the County's partners. Our portfolio exemplifies our ability to work collaboratively to identify, plan, engineer, and construct projects throughout Central Florida. Dewberry offers the County a team with wide-ranging experience that will be drawn upon to inform our approach, avoid fatal flaws, and identify opportunities to implement operational flexibility to manage these projects. **Our team's history and experience makes Dewberry the right professional partner for Polk County.**



Christopher Allen, PE, Project Manager (PM), is responsible for overall project management, including contract administration, budget management, invoicing, monthly status reports, project scheduling, and coordination with the County and the Dewberry team. **As the project manager, Christopher is your "go-to" person for meeting project goals and is supported by company officers to drive success for Polk County.** He is a proven manager and has supported the County on projects such as the Harmony at Lake Eloise Community Development District (CDD) and the Hawthorne Mill North CDD in Lakeland. Christopher is a registered professional engineer with 16 years' experience working in public and private land development design, stormwater design and modeling, water distribution, sewer collection design, and project permitting. Christopher has provided review and staffing support services to other clients such as Northwest Florida Water Management District and the Central Florida Expressway Authority.



Robert Beltran, PE, is our **Principal-in-Charge (PIC)**. Robert has 28 years of design, construction administration, regulatory, and project management experience. He was the design manager on the Polk County Utilities (PCU) Program Management team and has extensive experience and knowledge of PCU's water, wastewater, and reclaimed systems. **Robert is also the former Executive Director of Southwest Florida Water Management District (SWFWMD) and serves on the Polk County Planning Commission.** This provides him a unique understanding of Polk County's water supply needs and regulatory challenges affecting the County's future.

CONTACT

Robert Beltran, 1479 Town Center Drive, Suite D214, Lakeland, FL 33803 | 863.345.1470 | rbeltran@dewberry.com

YEARS IN BUSINESS

Dewberry was established in 1956 and has been in business for over 65 years.

NUMBER OF FULL-TIME EMPLOYEES

320+ Personnel in Florida; 2200+ Personnel nationally in 41 Disciplines

SECRETARY OF STATE

Certificate Number: F00000007242 (certificate located in this section)

STATE OF FLORIDA LICENSE

License Number: 8794 (license located in this section)



Bill Hinkle, PSM, will serve as the **Survey Lead**. He is a senior Survey Project Manager with 45 years' experience. His survey experience includes platting, geodetic, design, right-of-way, mapping, subsurface utility engineering, horizontal and vertical control, topographic, and construction.



Paul Dukhi will serve as the **Inspection Lead**. He is an experienced construction manager with 26 years' experience planning, evaluating, budgeting, and scheduling. He is committed to providing solutions for challenging site conditions and maintains the utmost quality of service.



Scott Ethier, PE, will serve as the **FEMA and Floodplain Management Lead**. Scott is a senior water resources engineer with 25 years' experience in solving complex water sector issues for governmental clients. He provides senior technical support in applied GIS and water resources engineering.



Alba Mas, PE, will serve as overall **Engineering Services Lead** and will be responsible for the civil site elements of this project. Alba brings more than 35 years of experience in environmental resources permitting and natural systems projects.

Each member of our team has been selected for their expertise and understanding of a wide range of technical, engineering, scientific, environmental, and architectural services to assist with projects in the County's work program to support the planning, design, acquisition, construction, operation, monitoring, and maintenance of the County's water resources facilities, water quality projects, environmental lands/natural areas, and parks.

Understanding of Scope of Services

Dewberry has provided planning, design and environmental science, and permitting support services to Polk County since 2001. Our project experience includes utility coordination and design, railroad coordination, right-of-way (R/W), surveying and mapping (including bathymetry), and value engineering. Our engineering project experience includes wetland and ecosystem operations, evaluation of drainage or flooding problems, water quality issues, wetland assessments, baseline reports for easements, and stormwater assessments.

Dewberry has given support services to other clients across the state; assisting state and local municipalities when their workloads exceed their staffing capacity. Our team is experienced in providing:

- Drainage calculations and watershed modeling
- Site inspections
- Surveying
- Plating
- Geographic information system (GIS) mapping and analysis
- Data analysis
- Scientific investigations

We use this experience to efficiently and effectively provide reviews in a timely manner while remaining a cost-effective solution for our clients.

Previous Experience

Our team intends to continue being considered a Polk County partner because of our performance. Dewberry's excellence is substantiated through the County's services project and task evaluations, which remain above average. Our team has successfully delivered services on schedule and as efficiently as possible. We deliver value through service with our project approach, which includes highly collaborative problem-solving, quality review, and the ability to work with a multitude of professionals to seek peer review and solicit input for natural system engineering.

Our team of engineers has provided the same services requested for this project to Polk County Utilities. With a large, local office with over 20 professionals, we are ready to fully partner with Polk County. Through our previous experience, we are aware of the timing, sequencing, and direct communication needed to achieve positive results.

Other staff extension project history examples include the ongoing Plant City Engineering Development Review, where we review all new development plans in accordance with the City's standards for transportation, roadway, and site stormwater design and Hillsborough County stormwater requirements.

Other Polk projects include the PRWC and the PCU General Engineering Contract (GEC). Dewberry is proud to have worked on the Harmony at Lake Eloise CDD, supported by Christopher Allen and Nicole Stalder along with a majority of our proposed leads for this project.

In addition to our land development and construction experience in Central Florida, Dewberry has added value to the County due to our extensive experience working collaboratively with stakeholders throughout Polk County. We have a strong track record of meeting project budgets and schedules. We strive to minimize change orders and maximize every dollar spent to provide improvements that operate efficiently and reliably. Why? Because Polk County is our home.



State of Florida
Department of State

I certify from the records of this office that DEWBERRY ENGINEERS INC. is a New York corporation authorized to transact business in the State of Florida, qualified on December 26, 2000.

The document number of this corporation is F00000007242.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on May 2, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of January, 2025

Secretary of State

Secretary of State Documentation



State of Florida License Certification

TAB 2: Approach to Project

Dewberry | www.dewberry.com

APPROACH TO PROJECT

Overview

As a constant partner with Polk County, we understand your unique needs and apply our local expertise to every project while meeting the County's goals. Our strength in understanding local conditions allows us to bring our expertise to every project while meeting County standards and requirements. For this scope of services, **our project manager, Christopher Allen, PE** will serve as your main point of contact, reviewing task orders, and assigning the right team members to provide top-quality service. **Our vast experience with past projects supporting Polk County, demonstrates our team's skills and resources in the anticipated work areas.**

A project's success depends on a team's ability to deliver a quality finished product within established budget and schedule frameworks. Dewberry has built its reputation on the reliability of our project delivery coupled with innovation and engineering excellence. We have established a tailored project management methodology using the latest Earned Value Management techniques and tools to deliver the highest value and quality results.

Project Management

The first step in initiating a successful project is to meet with the County's team to review specific project objectives and identify all areas to be analyzed and addressed to maximize project success. **Christopher will oversee each assignment, matching the right local expertise to the needs of the County.**

Dewberry's quality of service is directly related to the quality of our staff. Our philosophy of *"hiring the best in the industry and allowing them the latitude to do their job"* is why we are able to retain our experienced staff far longer than industry averages. **Our experienced staff combined with our commitment to safety and quality, confirms that our clients receive accurate and consistent services.**

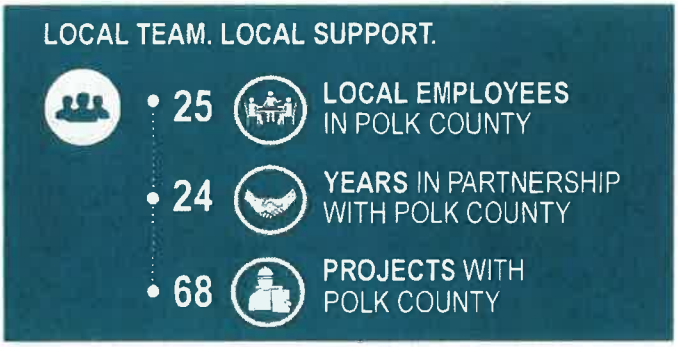
The staff on Dewberry's team who are available to work this project has a deep understanding of Polk County's land development regulations, having worked on numerous development projects throughout the County over the past 20 years. This, combined with our knowledge of the SWFWMD's regulations, enables our team to deliver seamless and efficient service to Polk County under this contract.

Our project management approach is collaborative with knowledge shared and project approaches refined based on technical and scientific expertise from the Polk County team and their partners. Project reporting is an essential part of many grant-funded projects, and our team will use the project progress meetings to provide quarterly and annual reports on the status of the project, and track schedules and budget risks. Scott, our FEMA funding expert, will review all reporting requirements for compliance.

Project milestones largely drive the remainder of project management. For example, any field evaluations or data collection performed will be summarized during the progress meetings. The next series of project milestones include design, engineering, and permitting. The development of probable costs, specifications that can be implemented, and informative bid documents are necessary for effective project management.



OUR TEAM lives and works in Polk County and has the capacity to provide quick responses for projects. **Robert Beltran** and **Scott Ethier** are well known to your staff and have worked on numerous projects with Polk County.



Firm Services

Leveraging our experience in the following key service areas will allow us to complete the required staff augmentation services. We have a diverse project portfolio that encompasses solutions to meet the regulatory and operational needs while improving quality of life in the communities where our own team members work and live.

STAFFING MANAGEMENT

We use several techniques for manpower loading, task planning, and milestone determination, typically generating a detailed project work schedule that efficiently allocates project resources, tracks costs, and manages the critical path schedule. **Dewberry understands that in order to continue to build trust and confidence in our team, it is imperative that we offer a team with the availability and commitment required to deliver throughout the term of this contract.**



LAND DEVELOPMENT/REDEVELOPMENT AND PLANNING

When it comes to land development and planning for Polk County, our team has worked on several developments and understands the County's requirements and the importance of approaching this process through a comprehensive lens. **Our team brings proven experience in conceptualizing master planning and turns that into an efficient, sustainable design.** Our specialists apply their expertise in assessing the physical properties of a site and consider the impact that development will have on the economy, environment, and social welfare of the associated communities. **We incorporate master planning, entitlement, and jurisdiction planning into our overall concepts.**



CONSTRUCTION ENGINEERING INSPECTION

Dewberry has conducted extensive construction engineering and inspection (CE&I) activities throughout Florida for many local governments and agencies over the last 20 years. **Our local professional, certified, and knowledgeable inspectors have a track record of holding the contractor accountable and making sure that the client is delivered quality products on schedule.** Dewberry is Florida Department of Transportation (FDOT) prequalified in Group 10 - Construction Engineering Inspection and is also providing inspection services on the new sheriff training facility.



PUBLIC RELATIONS

Understanding the critical importance of public trust, our approach to community relations management leverages digital tools and best practices to foster transparent, two-way communication. **Our PIC currently serves as the Chairman of the Planning Board and understands the importance of hearing citizens' concerns. Open and effective communication is essential to the successful completion of any project.** This is best accomplished by developing a plan tailored to the surrounding community potentially impacted by the project.



SURVEY SERVICES

Our local Lakeland survey staff can deliver fast and accurate collection of topographic data, a thorough understanding of boundary surveys, reviewing construction plans and accurately collecting and depicting as-built surveys, and many more. Dewberry has performed several utility conflict surveys using state-of-the-art ground penetrating radar technology to locate buried utilities and other structures. **We possess the experience, personnel, equipment, and computer processing resources to provide in-depth support for a wide variety of surveying and mapping tasks, including those identified in the scope of services.**



FLOODPLAIN COMPLIANCE

Our Dewberry team is highly adept at projects within Special Flood Hazard Areas, which are regulated by the municipalities and administered by their designated floodplain administrator. For these projects, we will coordinate with the local administrator to seek the municipalities' specific floodplain development permit requirements, and we will prepare the necessary floodplain calculations and models to demonstrate compliance with the site-specific floodplain requirements, as per the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP).



Project Team Management

Our commitment is to provide a readily available, responsive team from start to finish for Polk County. We know it is imperative to offer personnel with the availability and commitment required to deliver throughout the term of this contract. We have more than adequate staffing available to complete the required services on schedule, including backup staffing capability in the event of unforeseen circumstances. Christopher will see that the team remains dedicated through completion of each aspect of your project and that additional personnel are made available as needed. **Christopher is experienced in coordinating and assigning the appropriate team members to a project.**

He will provide the County with regular updates on the status of a project and will re-evaluate team members as needed. From notice-to-proceed through the completion of the project, our team has the capacity to work and prioritize the County's goals. The personnel listed in this submittal will be available for and assigned to the projects given by Polk County. Based on their availability, we have ample capacity to tackle all of the proposed scope of services tasks for the County under this contract.

Staff Management

Through our extensive experience managing professional service contracts of varying scopes, Dewberry's team has perfected management of resource allocations and responding to unexpected project needs. The key to Dewberry's management program is our ability to clearly define, at the outset of the project, the client's goals and objectives, cost and schedule requirements, and individual and team responsibilities. We use several techniques for manpower loading, task planning, and milestone determination, typically generating a detailed project work schedule that efficiently allocates project resources, tracks costs, and manages the critical path schedule.

Keeping our personnel dedicated to the County's tasks as assigned is a key commitment of our management team. Weekly staff meetings and regularly held project status meetings allow for daily outlooks of workload and assessments for potential resource reassignments. These regular check-ins keep all parties accountable and clear on commitment developments.

Additional Resources

Although local offices are typically used for everyday assignments, Dewberry can tap additional office personnel to progress project needs. In addition to the personnel identified here, we also have additional qualified staff in the region and more than 2,200 employees across the U.S. to call upon as needed for supplementary and complementary resources.

WE'VE GOT YOU COVERED

Through our local responsible office in Lakeland, additional support offices nearby, subconsultant involvement, and immediately available project team, Dewberry is ready to commit our expert resources to the County. Having key personnel consistently available improves task work flow and knowledge transfer.

We have personnel ready to serve the County with any additional capacity required. Regional leaders have authority to bring in highly skilled resources regardless of location, as needed, to meet project objectives.

Dewberry also routinely consults with our firm-wide subject matter experts. **These experts in their respective fields are easily available and continue to add value to our local team in serving the County.** Having assignments spread evenly amongst task groups and promoting cross-office workshare and/or subconsultant use also keeps workload steady while not overwhelming. Our project management team will make sure that the team remains dedicated through completion and that additional personnel are made available as needed.

QUALITY AND COST CONTROLS

Schedule and Budget Control

Applying the proper tools and techniques for tracking and reporting progress, schedule, and budget are essential to meeting project objectives. Complying with schedule and budget starts with understanding the time and cost constraints at the outset. To check adherence to your schedule and budget expectations, Dewberry routinely uses the following steps:

- Work breakdown structures, including key milestones for all deliverables
- Resource-loaded schedules to set baselines and track work efforts against established metrics
- Critical-path method (CPM) schedule tracking, allowing us to focus on tasks that are most pressing and to manage float in schedules
- Earned value analysis, giving our project manager backward- (cost-to-date) and forward-looking (cost-to-complete) projections of anticipated costs

Using these methods, our project managers identify potential schedule and cost variances early and makes adjustments so that projects can be completed on schedule and within budget. When scope or schedule changes are identified that require resolution, we will promptly notify the County in writing, including plans to proactively address them.

Quality Assurance/Quality Control

Dewberry's commitment to quality in the design and construction (post-design) phases is demonstrated throughout our experience and references included in this proposal. **Nicole Stalder, PE, LEED,** a Vice President and Business Unit Manager at Dewberry with 24 years of experience, will serve as the QA/QC Officer for this contract. She will confirm that our project-specific Quality Management Plan, submitted immediately following a task order notice to proceed, is implemented throughout the design and for every deliverable of each project.

DEWBERRY'S QMS HAS BEEN CERTIFIED TO MEET ISO STANDARD 9001:2015 BY NATIONAL QUALITY ASSURANCE.



DEWBERRY'S PROCESS described in our Quality Management Plan seamlessly threads into our corporate vision for providing quality products and services as the highest value to our clients. Dewberry commits to providing complete satisfaction with our performance on this project.

Dewberry requires subconsultants to follow our plan or submit their own QA/QC plan for our approval. Constructability reviews are performed with a focus on identifying issues that could affect construction time or costs and confirming that the work has the appropriate quantities and pay items. Prior to submittal of any work product to the County, we will complete a rigorous QC review.

QC reviews are built into the project schedule and provide enough time prior to a submittal date to make the necessary corrections for any task completed.

The purpose of the QC review is two-fold:

1. To be a "second set of eyes" to confirm that deliverables are complete and accurate and that the design elements are properly documented and detailed.
2. To confirm that the design has progressed to the appropriate level of completion as required by the submittal.

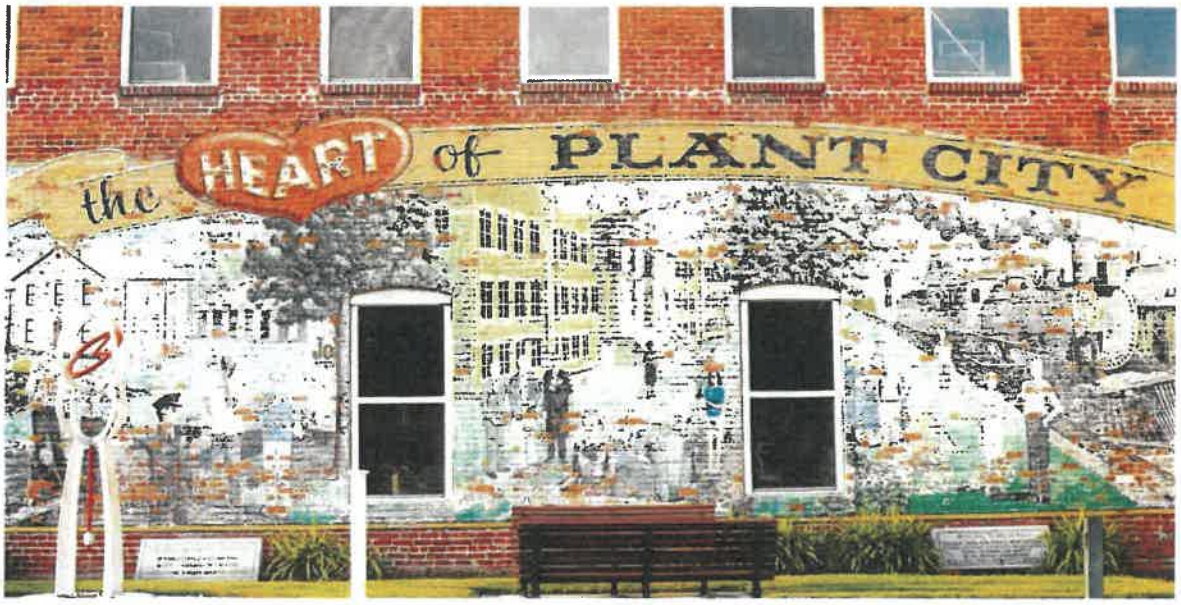
The QC review is made up of the reviewer's completed checklist and mark-ups and will be maintained in a QC directory as part of the contract.

TAB 3: Experience, Expertise, Personnel, and Technical Resources

Dewberry

www.dewberry.com

EXPERIENCE, EXPERTISE, PERSONNEL, AND TECHNICAL RESOURCES



Professional Staff Extension for Engineering Development Review

Plant City, FL

Dewberry team members provide plan reviews and engineering development reviews for the City of Plant City. We review all new development plans in accordance with the city's standards for transportation, roadway, site stormwater design, and Hillsborough County stormwater requirements. We submit our comments to the City Engineer and collaborate with the developer's engineer to make sure that necessary information is relayed to the project's engineer of record. Key staff for this project include Alba Más, PE as Project Manager and Robert Beltran, PE, DBIA as Principal-in-Charge.

☑ Requested Information

Project Size
Varies

Project Costs
$23,519.95

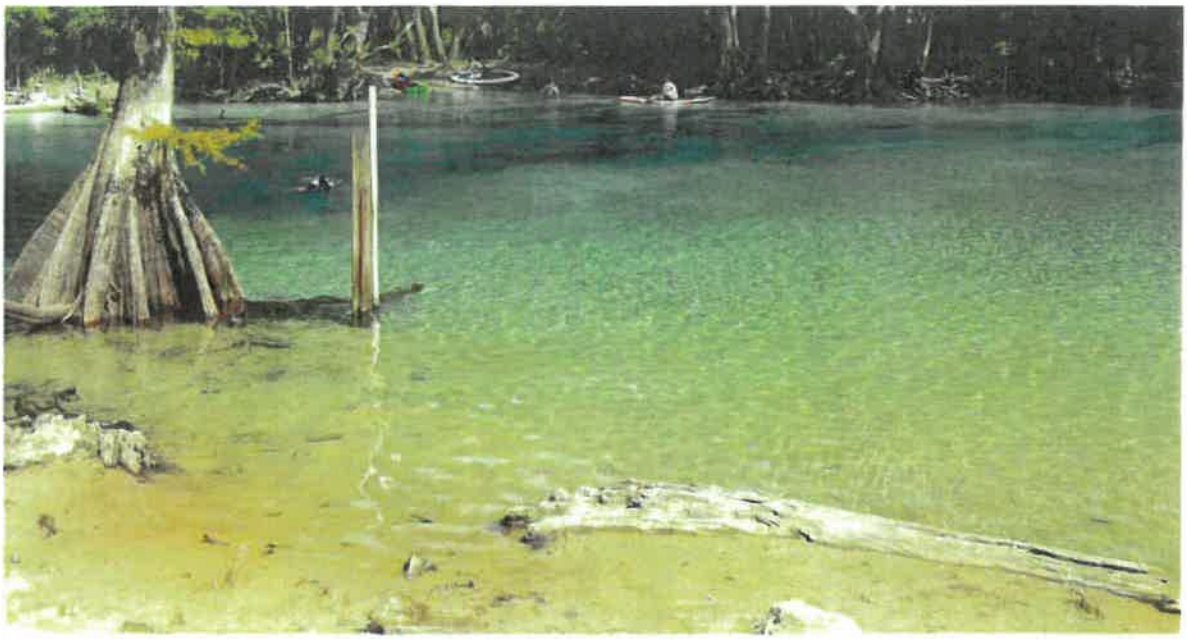
Project Representative
Lynn Spivey
1500 Victoria Street
Plant City, FL 33563
813.757.9190
lspivey@plantcitygov.com

Project Dates
2021-2025

Firm's Responsibility
Prime

Change Orders
None

Time Extensions
N/A



NWFWMD Water Resources Engineering, Assessment, Design Services and Cooperating Technical Partner

Multiple Locations, Northwest Florida

The NWFWMD is tasked with overseeing the quantity and quality of surface and ground water and environmental resources for the 16-county area of Northwest Florida. Dewberry's NWFWMD water resources project portfolio includes water resource assessments that result in stormwater and flood improvements, address wastewater and water supply needs at the local and regional scale, restore historical wetlands or treatment wetlands, provide stream restoration, water quality improvements, and restore aquatic habitats. Additionally, under this agreement Dewberry provides task specific engineering and environmental services including surface and ground water modeling and environmental permitting review support.

Dewberry project taskings include providing engineering and environmental review services for the NWFWMD's Environmental Resource Permitting (ERP) program. In support of this effort, Dewberry engineers evaluate ERP project applications including project plans, environmental resource impacts, stormwater treatment systems, and other technical submittals received by the district for adherence to regulatory design and treatment performance standards allowing the district to maintain its regulatory level of service standards.

As a Technical Partner, Dewberry has continuously supported the District's Flood MAP Program since 2004, providing map modernization and Risk MAP services throughout its 16-county jurisdiction. Dewberry's experience on the District's projects includes scoping, discovery, riverine modeling, and coastal analyses, to name just a few. Dewberry has helped the district deliver effective flood study products for 14 of its 16 counties, created over 6,800 miles of 2-D Level C base level engineering analysis for eight of the district's watersheds, and has led the coastal analyses for the district's 500+ miles of coastline in an effort to provide information about the existing flood hazard in all flood prone areas in the watersheds in support local Flood hazard mitigation efforts.

☑ Requested Information

Project Size
16 Counties

Project Costs
$84,320.00

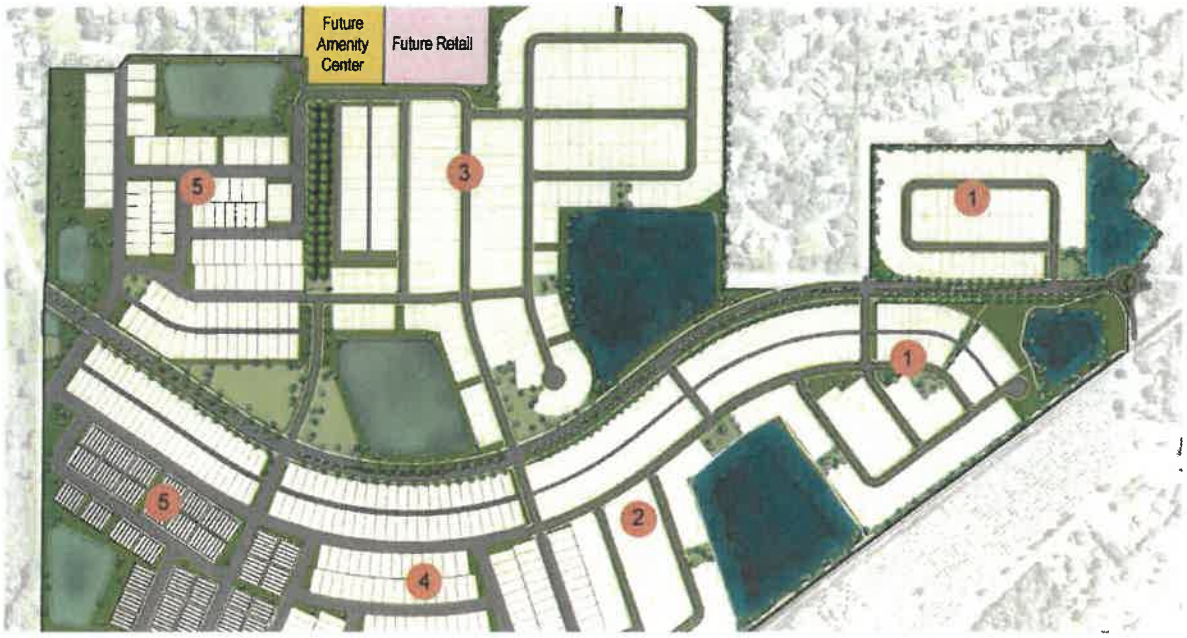
Project Representative
Andrew Joslyn
81 Water Management Drive
Havana, FL 32666
850.539.5999
andrew.joslyn@nwfwater.com

Project Dates
02/2025-Ongoing

Firm's Responsibility
Prime

Change Orders
None

Time Extensions
N/A



Harmony at Lake Eloise
Polk County, FL

Harmony on Lake Eloise is a 354.37-acre master planned, residential community with 1,163 residential units located in the City of Winter Haven, FL. As both design engineer of record and district engineer, we have been responsible for providing the master utility design for the water, and sewer, systems; in addition to, master stormwater modeling for the watershed that the Harmony on Lake Eloise CDD is in for stormwater management design.

☑ Requested Information

Project Size
354.37 acres

Project Costs
$850,000.00

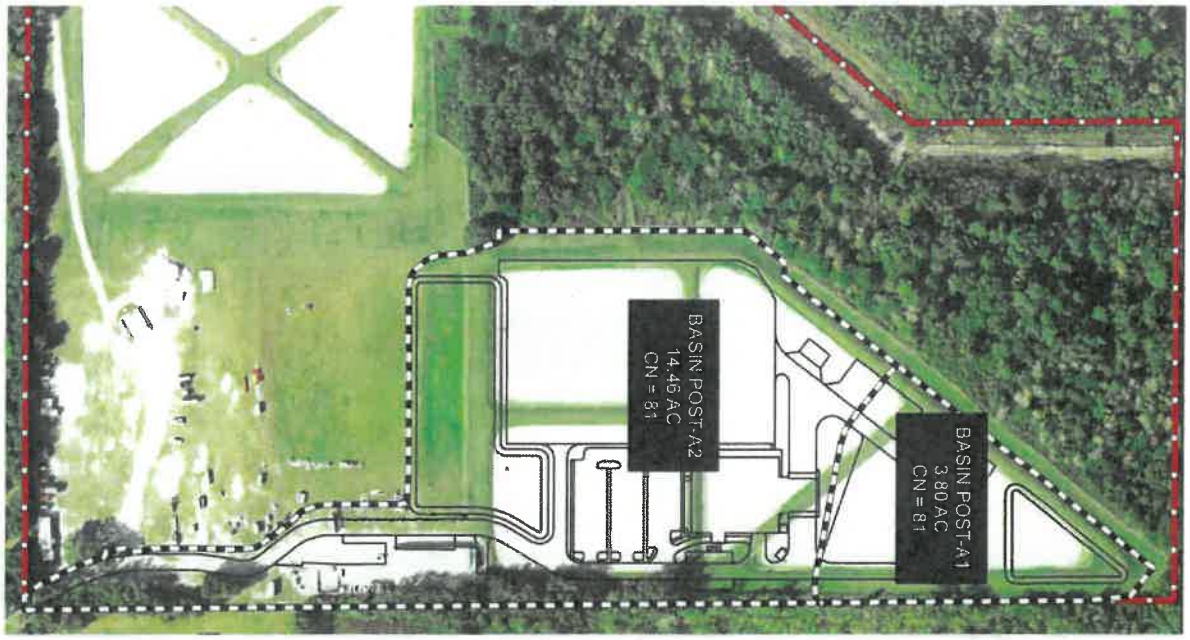
Project Representative
Alex Madison
1064 Greenwood Blvd,
Suite 200
Lake Mary, FL 32746
407.850.3033
alexmadison@forestar.com

Project Dates
2021-Ongoing

Firm's Responsibility
Prime

Change Orders
None

Time Extensions
N/A



Polk County Fire Training Center

Polk County, FL

Dewberry prepared a Boundary Survey drawing that reflects field survey, along with a legal description and final monumentation. Dewberry also performed a Topographic Survey of the property and adjacent roadways, as well as performed a subsurface utility engineering (SUE) investigation within the limits of the project.

Topographic Surveys and Design Surveys: Dewberry performed a Topographic Survey of the property and adjacent roadways; created a digital terrain model for the site that included the location of significant features and above ground evidence of sub-surface utilities; and provided final drawings that reflected one (1)-foot contours. This survey was prepared in accordance with the Standards of Practice set forth in Chapter 5J17-052 of the Florida Administrative Code.

Boundary Surveys: Dewberry prepared a Boundary Survey of the site; located all improvements within the premises, beyond adjoining roadways, and within five feet of perimeter boundaries to verify encroachments; prepared a Boundary Survey drawing that reflects the field survey, along with a legal description and final monumentation. Dewberry also reviewed the title work provided and plotted all identifiable encumbrances therein and supplied a certified survey to the appropriate parties.

Legal Descriptions and Sketch of Descriptions: Prepared a Boundary Survey drawing that reflected the field survey, along with a legal description.

SUE: Information was obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Through the use of electronic radio wave measuring devices, Dewberry verified and expanded on the markings made as a result of the Sunshine One Call for this project.

☑ Requested Information

Project Size
Varies

Project Costs
$51,380.00

Project Representative
Steve McMillan
58 Lake Morton Drive
Lakeland, FL 33801
863.534.5527
stevemcmillan@polk-county.net

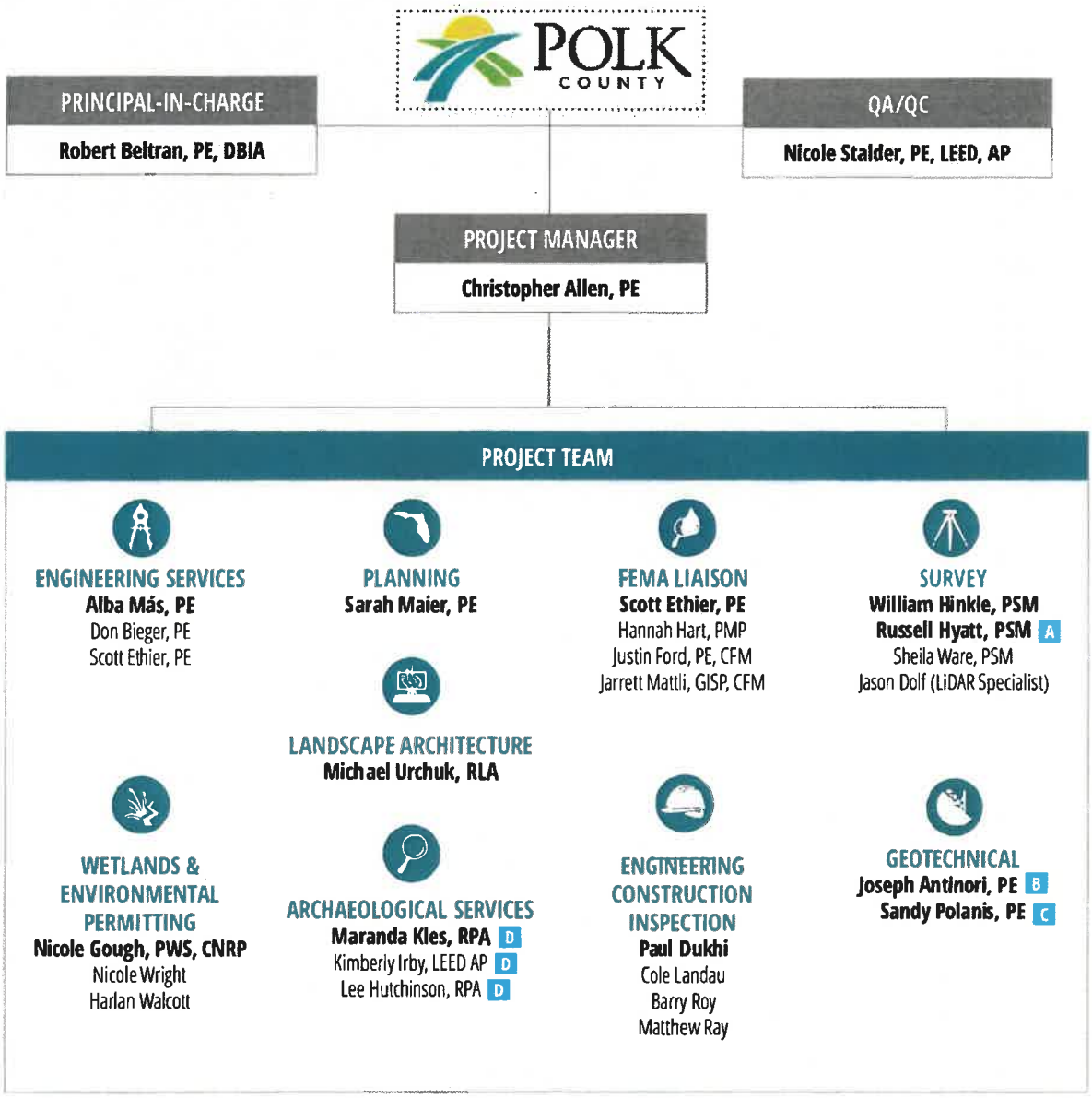
Project Dates
2023-2024

Firm's Responsibility
Prime

Change Orders
None

Time Extensions
N/A

Organizational Chart



Bold is Key Personnel A Hyatt Survey Services, Inc. B Tierra, Inc. C Diversified Professional Services (DPS) D Archaeological Consultants Inc. (ACI)



Robert Beltran, PE, DBIA

PRINCIPAL-IN-CHARGE

EDUCATION
MS • Tulane University • Environmental Engineering

BS • Tulane University • Civil Engineering

YEARS OF EXPERIENCE
Dewberry • 8

Total • 30

LICENSES AND REGISTRATIONS
PE • FL

Designated Design-build Professional

Certified General Contractor

AFFILIATIONS
Water Environment Federation (WEF)

American Water Works Association (AWWA)

Florida Engineering Society (FES)

Robert Beltran, PE, DBIA, is a top expert on Florida water issues, from utilities to natural systems with extensive experience in contracting requirements, including scoping, budgeting, advertising, and negotiating construction activities and contracts. He is a designated Design-Build Professional through the DBIA, and his expertise includes multiple forms of project delivery, such as design-build, progressive design-build, construction management-at-risk (CMAR), and owner's agent. He has assisted many clients with challenging projects of varying sizes, from small public works projects to large-scale, multi-phase infrastructure and facility development programs. **Robert is also the former Executive Director of SWFWMD and serves on the Polk County Planning Commission,** providing him a unique understanding of Polk County's water supply needs and regulatory challenges affecting the County's future.

Peace Creek Watershed Restoration Study, Polk County, FL, Principal-in-Charge

Dewberry provided oversight for the develop an approach to estimate the environmental benefits to the Peace Creek Watershed through the implementation of a regional approach. Through the County's multiple regulatory efforts and collaboration with its government partners, the County identified restoration opportunities in various states of planning and development and used that information to develop an approach to estimate wetlands hydroperiod needs at the regional scale.

Saddle Creek/Audubon Tract Restoration, Polk County, FL Principal-in-Charge

Dewberry provided leadership and Technical Oversight for the assessment of the feasibility of routing Saddle Creek offline, through Audubon property, to receive further treatment through wet detention and then flow through created wetland system before discharging back into Saddle Creek, north of Lake Hancock to improve water quality and reduce TP concentrations.

Polk County Water Resource Project Development, Polk County, FL, Principal-in-Charge

Dewberry provides water resource guidance, planning, and assistance with regulatory and funding programs. These efforts include monthly water resources coordination meetings and, when needed, assisting the PCU with maintaining or gaining regulatory compliance and permitting. Additionally, Dewberry provides general hydraulic modeling and development review services to support the decision-making process and assists the County in prioritizing capital improvement projects.

Polk County Fire Training Center, Polk County, FL, Principal-in-Charge

Dewberry prepared a boundary survey drawing that reflects field survey, along with a legal description and final monumentation. Dewberry also performed a Topographic Survey of the property and adjacent roadways, as well as performed a SUE investigation within the limits of the project.

Gibson Oaks Water Production Facility Pipeline Design and Construction, Lakeland, FL, Principal-in-Charge

Dewberry provided design and construction management for the installation of 35,000+ feet of potable and raw water pipe to connect the Gibson Oaks Regional WPF to remote wells and surrounding distribution system. The project also included some potable water pipe improvements that prepared the distribution system for increased future flows.



Christopher Allen, PE
PROJECT MANAGER

EDUCATION
BSCE • University of Central Florida • Civil Engineering

YEARS OF EXPERIENCE
Dewberry • 11

Total • 16

LICENSES AND REGISTRATIONS
PE • FL

AFFILIATIONS
American Society of Civil Engineers (ASCE)

With 16 years of diverse expertise in public and private land development design, stormwater design and modeling, water distribution, sewer collection design, and project permitting across Florida, Christopher offers a wealth of experience in land development design. He has worked in a broad range of site/civil work, including industrial, residential, and commercial applications. He is experienced in all phases of project design from due diligence for site selection to project closeout. His skill set extends to resilience planning, entitlements, and land use construction management for clients in both the public and private sectors. He regularly guides projects from inception to construction closeout.

Harmony at Lake Eloise, Polk County, FL, Project Manager
Harmony on Lake Eloise is a 354.37-acre master planned, residential community with 1,163 residential units located in the City of Winter Haven FL. As both design engineer of record and district engineer, we have been responsible for providing the master utility design for the water, and sewer, systems; in addition to, master stormwater modeling for the watershed that the Harmony on Lake Eloise CDD is in for stormwater management design.

NWFWMD Environmental Resource Permits, Polk County, FL, Lead Site/ Civil Engineer
Dewberry project taskings include providing engineering and environmental review services for the NWFWMD's Environmental Resource Permitting (ERP) program. In support of this effort, Dewberry engineers evaluate ERP project applications including project plans, environmental resource impacts, stormwater treatment systems, and other technical submittals received by the district for adherence to regulatory design and treatment performance standards allowing the district to maintain its regulatory level of service standards.

Hawthorne Mill North Community Development District, Lakeland, FL, Project Manager/CDD Engineer
The Hawthorne Mill North CDD is a 486.84-acre master planned residential community located in west Polk County within the City of Lakeland. Dewberry provided survey, planning, listed species surveys, wetland mitigation, landscape architecture, civil engineering, and gopher tortoise relocation services for this project. Dewberry also serves as the CDD engineer for the completed project for the community development district.

New Public Safety Facility, Casselberry, FL, Site/Civil Master Planning Engineer
Dewberry provided architecture, interior design, landscape, and civil design, permitting, and construction administration services for the development of the Casselberry Public Safety Facility. The 25,900 SF, hurricane-hardened public safety command center features staff sleep quarters, fitness room and lockers, a community meeting room open to the public and other organizations, evidence processing and storage space, an incident command center, and training rooms.

CFX, General Engineering Consultant, Orange County, FL, Site/Civil Engineer
Dewberry served as a general engineering consultant to CFX in order to support the delivery of their $3.2 billion, five-year work plan. Scope of services performed by Dewberry as the general engineering consultant are categorized into seven tasks: bond financing support, engineering/design support, planning support, maintenance program support, general planning, work plan support, and multimodal/transit support.



Nicole Stalder, PE, LEED AP

QA/QC OFFICER

EDUCATION
BS • University of Central Florida • Civil Engineering

BS • University of Central Florida • Environmental Engineering

YEARS OF EXPERIENCE
Dewberry • 24

Total • 24

LICENSES AND REGISTRATIONS
PE • FL

LEED Accredited Professional

Nicole has experience in land development and received her bachelor's degrees in civil engineering and environmental engineering from the University of Central Florida. Nicole manages the site/civil engineering and environmental groups for Dewberry's Orlando office, where she has a proven track record for meeting budgets and schedules on complex projects with both short and long design time frames. In this capacity, she is responsible for the company's day-to-day operations for the general civil division for all areas, including revenue and sales growth, expense, cost and margin control, and financial goal management. Her project experience ranges from single-family residential development, multi-family complexes, commercial sites, mixed-use development, master planning and entitlements, and institutional projects.

Harmony at Lake Eloise, Polk County, FL, Principal-in-Charge
Harmony on Lake Eloise is a 354.37-acre master planned, residential community with 1,163 residential units located in the City of Winter Haven, FL. As both design engineer of record and district engineer, we have been responsible for providing the master utility design for the water, and sewer, systems; in addition to, master stormwater modeling for the watershed that the Harmony on Lake Eloise CDD is in for stormwater management design.

Poinciana Park Soccer Turf, Polk County, FL, Principal-in-Charge, QA/QC
Polk County Parks and Natural Resources requested professional engineering services for technical, engineering, and construction services to assist with the design, permitting, and construction to replace the current four grassed soccer fields within the park for artificial turf. The goal was to construct all the required systems for the soccer fields and the combination of two fields to be used for Cricket. Tasks included engineering design, permitting, geotechnical, testing, surveying, and construction administration services for converting four natural grass soccer/cricket fields to artificial turf in Poinciana Community Park.

Sumter County Continuing Engineering Review Services, Sumter County FL, Project Manager
Sumter County Engineering Review Services include review of project plans submitted through the County's development review process for site conditions and other engineering considerations, general layout, traffic circulation, drainage provisions, and other code requirements, and for good engineering design.

NWFWMD Environmental Resource Permits, Polk County, FL, Lead Site/ Civil Engineer
Dewberry project taskings include providing engineering and environmental review services for the NWFWMD's Environmental Resource Permitting (ERP) program. In support of this effort, Dewberry engineers evaluate ERP project applications including project plans, environmental resource impacts, stormwater treatment systems, and other technical submittals received by the district for adherence to regulatory design and treatment performance standards allowing the district to maintain its regulatory level of service standards.

Osceola County Fire Rescue Training Facility, Kissimmee, FL, Principal-in-Charge, QA/QC
Dewberry provided architectural and engineering design services for a new 95,000 SF facility. The project included all site development and infrastructure, stormwater management systems, and entry and exit driveways and parking.



Alba Más, PE
ENGINEERING SERVICES LEAD

EDUCATION
BS • Civil Engineering • University of South Florida

BA • Landscape Architecture • University of Florida

YEARS OF EXPERIENCE
Dewberry • 6

Total • 40

LICENSES AND REGISTRATIONS
PE • FL

Alba has worked in Florida with the public and private sector, on stormwater, water supply, land planning, and development projects. She has significant experience in permitting, design, and project management. Alba worked for 30 years at SWFWMD in the Regulatory division starting in the ERP program and culminating as the Division Director for all the District Regulatory programs. In these roles, she worked on resolution of complex permitting issues and rule development for the ERP and Consumptive Use Permitting (CUP) programs as well as reducing review time frames.

Professional Staff Extension for Engineering Development Review, Plant City, FL, Project Manager
Dewberry provided plan reviews and engineering development reviews in accordance with the city's standards for transportation, roadway, and site stormwater design and Hillsborough County stormwater requirements. Involved collaboration with City Engineers and developers' Engineers of Record.

Peace Creek Watershed Restoration Study, Polk County, FL, Senior Project Engineer
Dewberry provided oversight for the develop an approach to estimate the environmental benefits to the Peace Creek Watershed through the implementation of a regional approach. Through the County's multiple regulatory efforts and collaboration with its government partners, the County identified restoration opportunities in various states of planning and development and used that information to develop an approach to estimate wetlands hydroperiod needs at the regional scale.

Polk County Water Resource Project Development, Polk County, FL, Senior Project Engineer
Dewberry provides water resource guidance, planning, and assistance with regulatory and funding programs. These efforts include monthly water resources coordination meetings and, when needed, assisting the PCU with maintaining or gaining regulatory compliance and permitting. Additionally, Dewberry provides general hydraulic modeling and development review services to support the decision-making process and assists the County in prioritizing capital improvement projects.

Lake Annie Feasibility Study, Polk County, FL, Senior Project Engineer
Dewberry performed a watershed management study of the Peace Creek Canal. One of the alternatives identified in this report was to divert high flows from the Peace Creek Canal using a gravity-driven system consisting of a series of previously excavated areas to Lake Annie. These excavations could serve as flow-through treatment wetlands to provide water quality improvement, habitat restoration, surficial aquifer recharge, and increased water levels in Lake Annie to meet the minimum flows and levels (MFL). The scope of services for this feasibility study included stakeholder coordination, surface water modeling, conceptual design, and field data collection.

Northwest Florida Water Management District, Cypress Springs Restoration, Holmes County, FL, Senior Project Engineer
Dewberry is currently working with the NWFWMD to enhance and create less human impact while creating the best experience for visitors at Cypress Springs. Dewberry is providing the following improvements: relocating tannic stream by moving it farther away from the spring, boardwalk access from around the river and the spring, kayak launch pads to not disrupt the shoreline, restroom facilities (above the 100 yard flood plain) so that it does not harm the springs, four to five pavilions for people to BBQ, and stabilizing high traffic areas to reduce the sedimentation into the spring.



Sarah Maier
PLANNING SERVICES LEAD

EDUCATION
BS • Engineering • Mercer University

YEARS OF EXPERIENCE
Dewberry • 20

Total • 22

AFFILIATIONS
American Planning Association (APA)

Sarah is a Planning Manager with Dewberry with more than 20 years of planning experience in land development. She has worked on a variety of private residential and commercial developments including single-family, multi-family, commercial, office, and mixed-use projects. Her work in planning includes due diligence review, annexation, comprehensive plan amendments, rezoning, planned developments, developments of regional impact, conditional uses, and project specific waivers and variances from local land development regulations. Her experience encompasses processing projects through the local public hearing process, including representing clients at community meetings, planning board hearings, and public hearings at City Council and County Commission. She is proficient in Geographic Information Systems (GIS), using GIS for land evaluation as part of due diligence analysis and creating enhanced visual depictions of conceptual plans for client use.

Harmony at Lake Eloise, Polk County, FL, Planning Manager
Harmony on Lake Eloise is a 354.37-acre master planned, residential community with 1,163 residential units located in the City of Winter Haven FL. As both design engineer of record and district engineer, we have been responsible for providing the master utility design for the water, and sewer, systems; in addition to, master stormwater modeling for the watershed that the Harmony on Lake Eloise CDD is in for stormwater management design.

New Public Safety Facility, Casselberry, FL, Planner
Dewberry provided architecture, interior design, landscape, and civil design, permitting, and construction administration services for the development of the Casselberry Public Safety Facility. The 25,900 SF, hurricane-hardened public safety command center features staff sleep quarters, fitness room and lockers, a community meeting room open to the public and other organizations, evidence processing and storage space, an incident command center, and training rooms.

Osceola County Fire Rescue Training Facility, Kissimmee, FL, Planning Manager
Dewberry provided architectural and engineering design services for a new 95,000 SF facility. The project included all site development and infrastructure, stormwater management systems, and entry and exit driveways and parking.

Poinciana Park Soccer Turf, Polk County, FL, Planner
Polk County Parks and Natural Resources requested professional engineering services for technical, engineering, and construction services to assist with the design, permitting and construction to replace the current four grassed soccer fields within the park for artificial turf. The goal was to construct all the required systems for the soccer fields and the combination of two fields to be used for Cricket. Tasks included engineering design, permitting, geotechnical, testing, surveying, and construction administration services for converting four natural grass soccer/cricket fields to artificial turf in Poinciana Community Park.

Boggy Creek Rd Widening and Utility, Orlando, FL, Planning Manager
Dewberry served as the preliminary design engineer for this Orlando Utilities Commission (OUC) contract. OUC identified the future need to extend and expand the existing potable water transmission infrastructure in the southeastern portion of its service area to provide an interconnected system that is capable of providing future service needs. The assignment focused on the development of a preliminary design and preparation of a preliminary design report for the proposed expansion.



Scott Ethier, PE

FEMA LIAISON

EDUCATION
BS • University of South Florida • Civil/Environmental Engineering

YEARS OF EXPERIENCE
Dewberry • 14

Total • 27

LICENSES AND REGISTRATIONS
PE • FL

Qualified Stormwater Management Inspector

AFFILIATIONS
Florida Water Environment Association (FWEA)

Scott is a senior water resources engineer with over 25 years of experience in solving complex water sector issues for governmental clients. He provides senior technical support in applied GIS and water resources engineering to develop water solutions from the initial concepts to construction. He specializes in hydrologic and hydraulic (H&H) modeling for surface water systems and integrated surface water/ groundwater systems. Scott has developed and supported the implementation of numerous watershed management plans throughout Florida with project experience that includes design, construction specifications, and regulatory permitting.

Cedar Key Water and Sewer District Facility Assessments for Disaster Recovery Services, Cedar Key, FL, Project Engineer
Dewberry provided post-storm assessments of facilities, structures, and equipment, including a water treatment plant, wastewater treatment plant, and approximately 17 pump stations and master lift stations. The evaluations included visual damage assessments, creation of GIS-based database, development of priority ranking of repair and replacement projects, and coordination with FEMA for reimbursement.

Cypress Creek Facility Master Drainage Plan, Pasco County, FL, Lead Project Engineer
Dewberry assisted Tampa Bay Water in developing a master drainage plan for the 62-acre Cypress Creek Water Treatment Facility to obtain a comprehensive conceptual Environmental Resource Permit for the facility. This project included an inventory and assessment of the existing stormwater facilities, modeling of the existing facilities, identification of proposed facility improvements, and development of a master stormwater plan for submission to the permitting agencies.

Lake Annie Feasibility Study, Polk County, FL, Lead Project Engineer
Dewberry assessed the feasibility of diverting flow from Peace Creek through treatment wetlands into Lake Annie to provide water quality improvement, habitat restoration, aquifer recharge, and increase water levels in the lake and development of the conceptual design.

Peace Creek Watershed Restoration Study, Polk County, FL, Lead Project Engineer
Dewberry provided oversight for the develop an approach to estimate the environmental benefits to the Peace Creek Watershed through the implementation of a regional approach. Through the County's multiple regulatory efforts and collaboration with its government partners, the County identified restoration opportunities in various states of planning and development and used that information to develop an approach to estimate wetlands hydroperiod needs at the regional scale.

Polk County Fire Training Center, Polk County, FL, Lead Project Engineer
Dewberry prepared a boundary survey drawing that reflects field survey, along with a legal description and final monumentation. Dewberry also performed a Topographic Survey of the property and adjacent roadways, as well as performed a SUE investigation within the limits of the project.

Stormwater Assessment Bond Offering Engineering Report 2021, Tampa, FL, Project Engineer
Dewberry prepared report assessing the adequacy of the City's existing CIPs and financing program to address stormwater needs. Report described the existing stormwater infrastructure in the city, how it is controlled and maintained, described existing programs and CIPs, summarized the existing planning for future infrastructure, described the existing sources of revenue, described the existing and anticipated regulatory environment affecting stormwater, and provided comment on the City's financial forecast of future debt.



William Hinkle, PSM

SURVEY LEAD

EDUCATION
BS • Environmental Science and Forestry • State University of New York

YEARS OF EXPERIENCE
Dewberry • 18

Total • 45

LICENSES AND REGISTRATIONS
Professional Surveyor and Mapper

AFFILIATIONS
Florida Surveying and Mapping Society (FSMS)

Bill, a Transportation Survey Project Manager with Dewberry, has over 44 years in various types of surveying and mapping, including over 19 years with the Florida Department of Transportation (FDOT) in District One. His experience includes right-of-way maps, right-of-way control maps, mitigation site surveys, geodetic surveys, design surveys, right-of-way surveys, subsurface utility engineering surveys, horizontal and vertical control, including utilization of electronic field book, topographic, and construction surveying. William served as District One's Location Surveyor for six years, where his responsibilities included managing three to four District-Wide Surveying and Mapping Contracts, planning, scheduling, supervising, and quality control of 45 plus or minus projects yearly of various right-of-way and design surveys. He supervised and coordinated assignments of the Survey Department's Electronic Survey section and the engineering/land surveying assignments of two to four Department field survey crews.

New Public Safety Facility, Casselberry, FL, Land Surveyor

Dewberry provided architecture, interior design, landscape, and civil design, permitting, and construction administration services for the development of the Casselberry Public Safety Facility. The 25,900 SF, hurricane-hardened public safety command center features staff sleep quarters, fitness room and lockers, a community meeting room open to the public and other organizations, evidence processing and storage space, an incident command center, and training rooms.

Harmony at Lake Eloise, Polk County, FL, Land Surveyor

Harmony on Lake Eloise is a 354.37-acre master planned, residential community with 1,163 residential units located in the City of Winter Haven FL. As both design engineer of record and district engineer, we have been responsible for providing the master utility design for the water, and sewer, systems; in addition to, master stormwater modeling for the watershed that the Harmony on Lake Eloise CDD is in for stormwater management design.

Polk County Fire Training Center, Polk County, FL, Land Surveyor

Dewberry prepared a boundary survey drawing that reflects field survey, along with a legal description and final monumentation. Dewberry also performed a Topographic Survey of the property and adjacent roadways, as well as performed a SUE investigation within the limits of the project.

CR 557 - Design, Environmental Permitting, Polk, FL, Land Surveyor

Dewberry analyzed the natural and environmental impacts of widening the existing roadway to a multi-lane facility. We provided feasible alternatives and a recommended design concept to determine the appropriate limits of each typical section for the surrounding land uses under both existing and future conditions. Stormwater runoff will be conveyed in either a closed pipe or an open ditch drainage system flowing to one of seven off-site ponds. The final design also included a roundabout analysis at two major intersections.

NEET, Florida Power and Light Contract, Florida Statewide Contract, Land Surveyor

Dewberry has held a statewide master services agreement more than 20 years. This contract includes civil engineering, surveying and mapping, utility coordination/SUE, landscape architecture, planning, and environmental. Over the length of this contract, Dewberry has surveyed over 1,000 miles of transmission and distribution corridors, 200 square miles of system hardening, 25 solar farms, and provided civil design and survey services on over 40 substations..



Nicole Gough, PWS, CNRP
ENVIRONMENTAL SPECIALIST

EDUCATION
BS • Slippery Rock University of Pennsylvania• Recreation and Resource Management

YEARS OF EXPERIENCE
Dewberry • 9

Total • 27

LICENSES AND REGISTRATIONS
Professional Wetland Scientist • FL

Certified Natural Resources Professional • IL

e-RAILSAFE • US

AFFILIATIONS
Women's Transportation Seminar (WTS)

Society of Wetland Scientists (SWS)

Society of American Military Engineers (SAME)

Nicole has over 26 years of experience in ecological evaluation, planning, permitting, and oversight of regional transportation and infrastructure, large agricultural, and land development projects. While working with both private and public entities, Nicole has garnered extensive permitting experience in all aspects of federal, state, and local permitting. At Dewberry, her responsibilities include project specification coordination with permit requirements and technical scientific analysis. Nicole's training and experience includes biology, botany, conservation biology, ecology, emergency management and land management practices. She is knowledgeable of the criteria established by federal, state, and local environmental regulatory agencies.

Harmony at Lake Eloise, Polk County, FL, Senior Environmental Scientist
Harmony on Lake Eloise is a 354.37-acre master planned, residential community with 1,163 residential units located in the City of Winter Haven FL. As both design engineer of record and district engineer, we have been responsible for providing the master utility design for the water, and sewer, systems; in addition to, master stormwater modeling for the watershed that the Harmony on Lake Eloise CDD is in for stormwater management design.

NWFWMD Environmental Resource Permits, Polk County, FL, Environmental Scientist
Dewberry project taskings include providing engineering and environmental review services for the NWFWMD's Environmental Resource Permitting (ERP) program. In support of this effort, Dewberry engineers evaluate ERP project applications including project plans, environmental resource impacts, stormwater treatment systems, and other technical submittals received by the district for adherence to regulatory design and treatment performance standards allowing the district to maintain its regulatory level of service standards.

CR 557 - Design, Environmental Permitting, Polk, FL, Senior Environmental Scientist
Dewberry analyzed the natural and environmental impacts of widening the existing roadway to a multi-lane facility. We provided feasible alternatives and a recommended design concept to determine the appropriate limits of each typical section for the surrounding land uses under both existing and future conditions. Stormwater runoff will be conveyed in either a closed pipe or an open ditch drainage system flowing to one of seven off-site ponds. The final design also included a roundabout analysis at two major intersections.

Polk County Fire Training Center, Polk County, FL, Environmental Scientist
Dewberry prepared a boundary survey drawing that reflects field survey, along with a legal description and final monumentation. Dewberry also performed a Topographic Survey of the property and adjacent roadways, as well as performed a SUE investigation within the limits of the project.

CFX, General Engineering Consultant, Orange County, FL, Environmental Scientist
Nicole was responsible for all permit coordination, where she manages the existing permits for environmental compliance and oversees procurement of new permits. Environmental services include all listed species, environmental permitting, and wetland and site assessments.



Michael Urchuk, RLA
LANDSCAPE ARCHITECTURE

EDUCATION
BS • Arizona State University • Design in Landscape Architecture

YEARS OF EXPERIENCE
Dewberry • 9

Total • 35

LICENSES AND REGISTRATIONS
Registered Landscape Architect • FL, NC, VA

AFFILIATIONS
International Council of Shopping Centers (ICSC)

Michael is a Senior Landscape Architect and Planner with Dewberry. He has extensive experience in coordination across varied design disciplines and acts as liaison between the owner, design team, and contractor. He is responsible for coordinating design efforts and project submittals. Michael's planning experience includes large-scale master planning for residential projects, mixed-use projects, and regional land-use studies. His site planning experience including retail sites, office, mixed-use, multi-family, and recreation planning. He also provides construction administration services on multiple levels. Michael's experience as a landscape architect includes retail, office, residential, mixed-use, streetscapes, and recreational uses as well as hardscape and irrigation design. His recreational and community experience includes conceptual designs for multi-purpose parks, parking, corporate plazas, streetscapes, fountains, amenity areas for multi-family projects, and urban plazas.

Harmony at Lake Eloise, Polk County, FL, Landscape Architect
Harmony on Lake Eloise is a 354.37-acre master planned, residential community with 1,163 residential units located in the City of Winter Haven FL. As both design engineer of record and district engineer, we have been responsible for providing the master utility design for the water, and sewer, systems; in addition to, master stormwater modeling for the watershed that the Harmony on Lake Eloise CDD is in for stormwater management design.

New Public Safety Facility, Casselberry, FL, Landscape Architect
Dewberry provided architecture, interior design, landscape, and civil design, permitting, and construction administration services for the development of the Casselberry Public Safety Facility. The 25,900 SF, hurricane-hardened public safety command center features staff sleep quarters, fitness room and lockers, a community meeting room open to the public and other organizations, evidence processing and storage space, an incident command center, and training rooms.

CR 557 Design and Environmental Permitting, Polk County, FL, Landscape Architect
Dewberry analyzed the natural and environmental impacts of widening the existing roadway to a multi-lane facility. We provided feasible alternatives and a recommended design concept to determine the appropriate limits of each typical section for the surrounding land uses under both existing and future conditions. Stormwater runoff will be conveyed in either a closed pipe or an open ditch drainage system flowing to one of seven off-site ponds. The final design also included a roundabout analysis at two major intersections.

Parks and Recreation Master Plan Update, Lake Alfred, FL, Landscape Architect
The City of Lake Alfred commissioned Dewberry to develop five master plans for five different properties. The park locations in which these designs reside are Lion's Park, Central Park, Mackay Gardens, Preserve, and 20 acres of land. Dewberry landscaping architects were responsible for the landscape design while Dewberry Architects were given the task to design three buildings; a community center, a concession stand, and a nature center. Due to the city's history with citrus and citrus groves, each design fosters aspects and characteristics of citrus.



Paul Dukhi

ENGINEERING CONSTRUCTION INSPECTION LEAD

EDUCATION
BS • Arizona State University • Design in Landscape Architecture

YEARS OF EXPERIENCE
Dewberry • 1
Total • 26

Paul is an experienced Construction Manager with 26 years' experience in planning, evaluating, development, budgeting, and scheduling. Paul is committed to providing solutions for challenging site conditions and schedules and maintains the utmost quality of services and deliverables. He performs on-site daily review of contractor's work, compares the product to the approved plans and specifications, and provides immediate feedback or recommendations on any issues. His project experience includes site work; construction planning; field conditions; federal, state, local, and environmental regulations; and OSHA guidelines.

Polk County Sheriff's Department Civil Engineering Design, Polk County, FL, Construction Inspector
Dewberry provided site civil engineering design that included sanitary sewer extensions, water distribution system, stormwater management systems, and environmental permitting, including T&E species on the site. The team also assisted in the permitting and approvals with SWFWMD, FWC, Polk County, and TWA for utilities. The proposed building will be an approximately 21,000 GSF, one-story building located adjacent to the existing Marion Creek Fire Station. It is anticipated that site features requiring structural design will include a monumental sign, dumpster enclosure, and equipment screen walls.

Final Design For SE Wellfield, Polk County, FL, Construction Inspector
Routing evaluation and design of the new PRWC transmission systems in the West Polk area and Southeast Wellfield area. The project included plan and profile design of approximately 65 miles of 8-inch to 48-inch potable water transmission pipelines to distribute water to multiple municipalities throughout Polk County.

Water Treatment Plant #5, Plant City, FL, Construction Inspector
Dewberry designed the 5-MGD-rated new water treatment plant. Services included testing the existing well at rates over 5 MGD to determine impacts on existing wetlands and providing instrumentation and control (I&C) upgrades at existing WTPs #1-4. The site includes the chemical addition of polyphosphate for corrosion control, hydrofluosilicic acid to maintain fluoride levels in the drinking water, and sodium hypochlorite for water disinfection.

Subconsultants

Dewberry has assembled an excellent, multi-disciplined team to provide the required services for your projects. We will utilize our in-house staff to provide the majority of the required services and have enlisted the services of four key subconsultants to provide specific expertise and support.

This team has all of the knowledge and experience to successfully complete your projects in accordance with Polk County's objectives. Firm profiles for each subconsultant are included below followed by brief resumes.

TIERRA, INC.

Tampa, FL

Geotechnical

Tierra, Inc. is a full-service consulting geotechnical, environmental and construction materials testing engineering firm that was formed with the intent of building upon the many years of combined experience of our founding principles. Tierra is committed to providing quality, responsive service, and establishing a reputation for sound approaches and professional competence in a wide range of technically demanding areas. Tierra's typical geotechnical services have included drilling, field sampling, piezometers and monitoring well installations, laboratory testing, engineering analysis and reporting.

ACI, INC.

Sarasota, FL

Cultural Resource Management Services

Archaeological Consultants, Inc., Florida's oldest full-service cultural resource management company, is a woman-owned business, certified by the State of Florida as a Minority Business Enterprise, a Disadvantaged Business Enterprise, and a Woman Owned Small Business by the federal government. ACI has successfully helped clients navigate local, state, and federal regulations for over 45 years. ACI conducts over 150 projects per year ranging from small scale desktop analyses to multi-state team projects. Their experienced staff of archaeologists, architectural historians, GIS specialists, technicians, and administrative personnel has the education, specialized training, and technical skills to provide cultural resource assessment surveys, NRHP nominations, case studies, and CRM services. ACI's Florida offices are located in Sarasota, St. Augustine, and Tallahassee.

DPS, CORP.

Dade City, FL

Geotechnical

Diversified Professional Services Corp. (DPS) is a FDOT and DMS State Certified Woman-Owned Minority Business Enterprise (W/MBE) and a certified SBE. They provide a wide variety of construction, drilling, geotechnical field, and environmental support services. The geotechnical field services include land clearing for drilling operations, Standard Penetration Test borings, test pits, and field sampling assistance. Their environmental construction related services include petroleum fuel system removal and installation; heavy earthwork associated with landfill caps and covers; source removals; and industrial facility closure projects. They also provide field assistance with transportation and disposal for waste, remedial system installation, demolition, and general construction. DPS has experience and are licensed to provide general contracting, pollutant storage contracting, and asbestos abatement.

HYATT SURVEY SERVICES, INC.

Bradenton, FL

Survey

Hyatt Survey Services, Inc. is a full-service certified woman-owned professional surveying and mapping company with a professional staff possessing extensive surveying experience. Hyatt Survey Services is also a certified W/MBE with the State of Florida Office of Supplier Diversity and DBE with the Florida Department of Transportation. From boundary, topographic and right-of-way surveying to intricate geodetic, construction, and hydrographic/bathymetric surveying, they can fulfill all of your surveying requirements. Their current list of clients includes the US Army Corps of Engineers, the Florida Department of Transportation, South Florida Water Management District in addition to the City of St. Petersburg, and in Pinellas, Manatee, Sarasota, and Charlotte Counties, to name a few.



Joseph Antinori, PE
GEOTECHNICAL SERVICES

EDUCATION
BS • Civil Engineering • University of South Florida

YEARS OF EXPERIENCE
Tierra • 19

Total • 19

LICENSES AND REGISTRATIONS
PE • FL

Joseph has worked in the field of Geotechnical Engineering for 19 years. As an employee of Tierra, Joseph has completed roadway and bridge projects for the FDOT, cities and counties. In addition, he has completed projects for private clients, which included residential, commercial and industrial site feasibility studies. His experience includes soil improvements, shallow and deep foundation analyses, retaining wall and soil anchor system design, settlement and slope stability analyses, and pavement evaluation.

Peace Creek Watershed Restoration Study, Polk County, FL, Senior Geotechnical Engineer
Partnering with Dewberry, Tierra provided geotechnical services for this project. Dewberry provided oversight for the develop an approach to estimate the environmental benefits to the Peace Creek Watershed through the implementation of a regional approach. Through the County's multiple regulatory efforts and collaboration with its government partners, the County identified restoration opportunities in various states of planning and development and used that information to develop an approach to estimate wetlands hydroperiod needs at the regional scale.

Circle B Bar Reserve, Polk County, FL, Senior Geotechnical Engineer
The project included the restoration and modification of drainage structures, berms, stormwater pond and overflow parking areas. Joseph provided geotechnical design parameters including in-situ subsurface soil conditions and groundwater levels to support the improvements. Geotechnical design engineering services included slope stability analyses and slope stabilization recommendations.

Ewell Road Drainage Improvements, Polk County, FL, Senior Geotechnical Engineer
The project consisted of replacing the existing cross drainpipe at Ewell Road with a large diameter pipe. To evaluate the subsurface conditions at the proposed pipe culvert location, Tierra perfonmed two standard penetration test borings and a hand auger boring in the vicinity of an existing cross drain along Creekwater Drive. Joseph provided geotechnical recommendations for the design of the pipe culvert and end walls.

CR 54 (Ronald Reagan Parkway) at May Fair Boulevard Intersection Improvements, Polk County, FL, Senior Geotechnical Engineer
The project consisted of developing design and construction plans for improvements to the CR 54 (Ronald Reagan Parkway) at May Fair Boulevard intersection in Polk County. Tierra provided geotechnical engineering services to support the design of three new mast arm traffic signals supported by two drilled shaft foundations as well as milling and resurfacing portions of CR 54 and May Fair Boulevard. Joseph provided geotechnical input to assist in the design and construction of the intersection improvements.

Country Club Road and Buckeye Loop Road Improvements, Polk County, FL, Senior Geotechnical Engineer
The project consisted of geotechnical services to support plans for functional milling and resurfacing along Buckeye Loop Road and Full Depth Pavement Reconstruction along Lake Buckeye Drive (Country Club Road). Additionally, mast arm signals will be installed at the southwest and northeast quadrants of the Buckeye Loop Road and Lake Buckeye Drive intersection. Joseph provided geotechnical input to assist in the design of the project improvements.

Sandy Polanis

GEOTECHNICAL SERVICES

ENVIRONMENTAL/GEOTECHNICAL SERVICES



EDUCATION

BS • Civil Engineering • University of South Florida

YEARS OF EXPERIENCE

DPS • 18

Total • 21

YEARS OF EXPERIENCE

Tierra • 19

Total • 19

LICENSES AND REGISTRATIONS

FDOT Chapter 22 PD&E, Level I & II CSER Training

LICENSES AND REGISTRATIONS

OSHA 29 CFR 1910.120 - 40 Hour HAZWOPER

OSHA 29 CFR 1910.120 - 8 Hour refresher

TSCA Title II Asbestos & Mechanical Inspector

NESHAP Asbestos Building Inspector

Environmental Site Assessor - Phase I ESA

FDEP NPDES Certification

Joseph has worked in the field of Geotechnical Engineering for 19 years. As an employee of Tierra, Joseph has completed roadway and bridge projects for the FDOT, cities and counties. In addition, he has completed projects for private clients, which included residential, commercial and industrial site feasibility studies. His experience includes soil improvements, shallow and deep foundation analyses, retaining wall and soil anchor system design, settlement and slope stability analyses, and pavement evaluation.

Sandy has experience in business management, construction management, environmental construction, and consulting services. She is responsible for the daily operations and project management of DPS Corp. Her expertise is in Level I contamination screening evaluations, environmental and geotechnical drilling support services, stormwater system inspections and associated corrective action, construction management, and contract management for both the private and public sectors. She has successfully managed contracts involving large land parcels and several mile corridor evaluations. Sandy evaluates and provides quality assurance review for standard operating procedures at DPS. As the President of DPS, she is responsible for the geotechnical services for this project. Delivery provided oversight for projects as well as the employment and monitoring of staff profiles in the Peace Creek Watershed through the implementation of a regional approach. Through the County's multiple regulatory efforts and collaboration with its government partners, the County identified restoration opportunities in various states of planning and development and used that information to develop an approach to estimate wetlands hydroperiod needs at the regional scale.

Peace Creek Watershed Restoration Study, Polk County, FL, Senior Geotechnical Engineer

Presidential DPS, she is responsible for the geotechnical services for this project. Delivery provided oversight for projects as well as the employment and monitoring of staff profiles in the Peace Creek Watershed through the implementation of a regional approach. Through the County's multiple regulatory efforts and collaboration with its government partners, the County identified restoration opportunities in various states of planning and development and used that information to develop an approach to estimate wetlands hydroperiod needs at the regional scale.

FDOT District 1, SR 60 from CR 630 to Grape Hammock Road, Polk and Osceola Counties, FL, Lead Engineer

The project consisted of widening SR 60 from CR 630 to Grape Hammock Road. The improvements involved widening the existing two lane undivided roadway to a four lane divided roadway with a median and inside and outside paved shoulders. Additional improvements to this section included replacing the existing bridge structure over Buttermilk Slough and extending an existing concrete box culvert over Ice Cream Slough to accommodate the widening. Sandy was responsible for oversight of subsurface explorations performed by DPS including more than 84 hand auger borings completed along the project alignment.

Circle B Bar Reserve, Polk County, FL, Senior Geotechnical Engineer

The project included the restoration and modification of drainage structures, berms, stormwater pond and overflow parking areas. Joseph provided geotechnical design parameters including in-situ subsurface soil conditions and groundwater levels to support the improvements. Geotechnical design engineering services included slope stability analyses and slope stabilization recommendations.

FDOT District 1, US 27 PD&E, Polk County, FL, Lead Engineer

Conducted field reconnaissance and corridor evaluation for 8 miles of proposed improvements along US 27. Reviewed historical documents and conducted regulatory file reviews to complete Level I Chapter 22 CSER.

Ewell Road Drainage Improvements, Polk County, FL, Senior Geotechnical Engineer

The project consisted of replacing the existing cross drainpipe at Ewell Road with a large diameter pipe. To evaluate the subsurface conditions at the proposed pipe culvert location, Tierra performed two standard penetration test borings and a hand auger boring in the vicinity of an existing cross drain along Creekwater Drive. Joseph provided geotechnical recommendations for the design of the pipe culvert and end walls.

Florida's Turnpike Enterprise, Florida's Turnpike Mainline Widening from MP 279 to 289.3, Lake County, FL, Lead Engineer

This project included the widening of Florida's Turnpike (SR 91) in Lake County from an existing divided four-lane facility to a divided eight-lane facility (two general toll lanes and two express lanes) for a total distance of approximately 10.5 miles. Sandy was responsible for oversight of subsurface explorations performed by DPS including more than 150 standard penetration test borings completed at select locations along the project alignment.

CR 54 (Ronald Reagan Parkway) at May Fair Boulevard Intersection Improvements, Polk County, FL, Senior Geotechnical Engineer

The project consisted of developing design and construction plans for improvements to the CR 54 (Ronald Reagan Parkway) at May Fair Boulevard Intersection in Polk County. Tierra provided geotechnical engineering services to support the design of three new mast arm traffic signals supported by two drilled shaft foundations as well as milling and resurfacing portions of CR 54 and May Fair Boulevard. Joseph provided geotechnical input to assist in the design and construction of the intersection improvements.

Lake Iola Sediment Removal, Pasco County, FL, Lead Engineer

Duties included project budgeting, accounts payable and field oversight. This project included the removal of more than 15,000 sf of lake sediment and the evaluation and re-use of the sediment spoil on-site. Excavators, front end loaders, and finish box blades were used to complete the project. Initially, vegetative materials and loose organics were stripped from the surface and composted for later use. The underlying sediments were removed in accordance with the owner's specifications and evaluated for re-application within the project.

Country Club Road and Buckeye Loop Road Improvements, Polk County, FL, Senior Geotechnical Engineer

The project consisted of geotechnical services to support plans for functional milling and resurfacing along Buckeye Loop Road and Full Depth Pavement Reconstruction along Lake Buckeye Drive (Country Club Road). Additionally, mast arm signals will be installed at the southwest and northeast quadrants of the Buckeye Loop Road and Lake Buckeye Drive intersection. Joseph provided geotechnical input to assist in the design of the project improvements.

Sarasota Bradenton International Airport, Taxiway Bravo Rehabilitation, Sarasota County, FL, Lead Engineer

This project included the evaluation and rehabilitation of Taxiway Bravo at the Sarasota-Bradenton International Airport. Sandy was responsible for the oversight of the field activities performed by DPS including three SPT borings, 29 pavement cores and collection of two CBR samples. The work was completed to support the design team in preparing their recommendations for the project.

TAB 4: Is the Firm a "Polk County Entity"?

Dewberry | www.dewberry.com



Maranda Almy Kles, PhD, RPA

ARCHAEOLOGICAL SERVICES

EDUCATION
PhD • University of Florida
MS • University of Florida
MA • University of Florida
BA • University of Florida

YEARS OF EXPERIENCE
ACI • 14

Total • 14

LICENSES AND REGISTRATIONS
Florida Anthropological Society

Florida Archaeological Council

Southeastern Archaeological Conference

Society of American Archaeology

Maranda, President of Archaeological Consultants, Inc (ACI), has extensive experience in prehistoric archaeology and physical anthropology specializing in Southeastern archaeology and bioarcheology with 14 years in CRM management. She has worked as an archaeologist and physical anthropologist for the Southeast Archeological Center of the National Park Service, various cultural resource management firms and universities in Florida and Louisiana. She conducts skeletal analyses for medical examiner and coroner offices, as well as museums and other agencies. In addition, Maranda's expertise includes an understanding of Southeastern culture history and its importance to implementing the Native American Graves Protection and Repatriation Act and Section 106 of the National Historic Preservation Act.

Relevant Experience

- Project and Contract Manager for a diversity of undertakings on behalf of all FPL and all FDOT districts, Florida's Turnpike Enterprise, and the Central Environmental Management Office. Project types include PD&E studies and re-evaluations; pond siting surveys; right-of-way transfers; bridge replacements; effects determinations and Section 106 Case Study Reports; and Memoranda of Agreement.
- Expertise in preparing predictive models for archaeological potential in Florida, particularly in relation to ROW and pond siting surveys.
- Experience in Phase I and II surveys and investigations in Florida and Louisiana.
- Familiarity with terminology, statutes, codes and language formats for cultural resource assessment survey reports in compliance with QA/QC for grammar, contexts and editing.
- Experience in applying federal regulations including 25USC3001 and 43CFR10 as related to federal notices and in preparation of reports for National NAGPRA.
- Expertise in evaluating forensic and/or historic NAGPRA- significance of human remains and artifacts for state and federal agencies.
- Completes osteological analyses for Florida Medical Examiners' offices, Louisiana coroners' offices, and various other entities concerning forensic and archaeological cases (biological profiles, photography, radiography, 3-D scanning, and excavation), for local, state, and federal law enforcement agencies.
- Experienced historical and archaeological researcher of material culture and mortuary patterns in the Southeast and investigations in unmarked cemeteries and other mortuary settings.
- Experience in training state/federal agency personnel to evaluate archaeological site disturbances on U.S. and Florida Lands.



Russell Hyatt, PSM
SURVEY SERVICES

EDUCATION
BS • Survey and Mapping • University of Florida

YEARS OF EXPERIENCE
Hyatt • 23

Total • 37

LICENSES AND REGISTRATIONS
PE • FL

As Vice President of Hyatt Survey Services, Inc., Russell's duties include local, state and federal contract administration and overall quality control. In addition to his administrative duties, Russell is also responsible for the production of boundary, hydrographic, and topographic surveys. He couples over 37 years of surveying experience with a four-year degree in Surveying and Mapping. His project experience has included commercial/ municipal development surveys and geodetic surveys and beach/channel/ port hydrographic surveys. Russell has extensive experience providing survey services to local, state and federal agencies such as Pinellas, Hillsborough, Manatee, Sarasota, and Charlotte Counties, Florida Department of Transportation, Florida Department of Environmental Protection and the U.S. Army Corps of Engineers-Jacksonville District.

Himes Ave at Idlewild Ave and Lambright St. Hillsborough County, FL, Project Manager
Hyatt Survey provided survey and mapping services for Kimley-Horne & Associates. Russell was the project manager for Himes Avenue at Idlewild Ave and Lambright Street with tasks for this project including horizontal/vertical control surveys, right-of-way survey, staking, alignment of existing R/W lines, reference points, topographic survey, drainage survey, control survey, parcel sketches, work zone safety, QA/QC, supervision and coordination, along with legal descriptions.

Casa Loma Water Main Replacement Survey, Manatee County, FL, Lead Survey
Hyatt Survey Performed a right-of-way and topographic survey for proposed water main replacement, located parcel boundary/plat lines, lots, section corners, RW monumentation, etc.: 4 section corners and up to 11 subdivision blocks. Hyatt performed topographic survey at 50' intervals; 12,800' x 50' corridor; aerial base map plus ground detail. Recon/establish horizontal project control w/RTK GPS and conventional methods: 25 control points. Performed SUE designation for Casa Loma right-of-way within survey limits; 15 VVH's included. Schedule/ budget: all work was completed within schedule and budget constraints.

APF Naples Airport Safety Improvements - Topographic Survey, Manatee County, FL, Project Manager
Russell Hyatt served as the project manager where Hyatt Survey performed a topographic survey of the area referenced above as located within the Naples Municipal Airport. Hyatt Survey located visible aboveground site improvements, utilities, and appurtenances. Hyatt Survey determined site elevations on a maximum 25' foot grid, at grade breaks and changes in direction on curbing/ paving within the limits of each area.

TAB 5: Is the Firm a "Certified Woman or Minority Business Enterprise"?

Dewberry www.dewberry.com

IS THE FIRM A "POLK COUNTY ENTITY"?

Yes, Dewberry is a Polk County entity. Since establishing our offices in Polk County and other locations across Central Florida, Dewberry has enjoyed the privilege of working with numerous clients in the local area, including Polk County, Polk County Utilities, Polk Regional Water Cooperative (PRWC), City of Tampa, Pinellas County, and the City of Plant City among others.

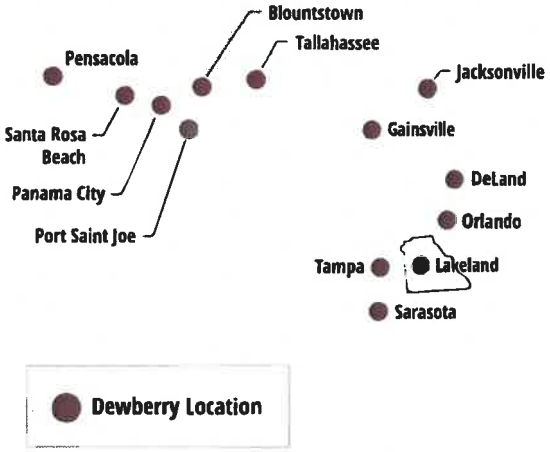
Dewberry's Florida operation is backed by the resources and stability of a national firm specializing in surveying services, construction inspection, site/civil, environmental, stormwater management, geospatial technology solutions, and infrastructure.

Established in 1956, Dewberry is headquartered in Fairfax, Virginia, with more than 50 locations and 2,200 professionals nationwide. In Florida, Dewberry has 12 office locations and over 320 employees, bringing expertise, qualifications, and resources to cities, counties, and government agencies throughout the state. However, our offices are linked with Microsoft Teams so that on a particular project, all offices can participate in coordination meetings or new task assignments. This practice allows multiple disciplines within the firm in various offices to collaborate on a single project or multiple tasks simultaneously with little or no wasted time.

1. The proximity of our office, coupled with our depth of staff and available capacity, enhances our ability to truly be "on-call" as an extension of your staff.
2. We are only a phone call or text message away and can respond to any need within the hour.
3. During construction, our team can check-in at the job site multiple times a week to confirm your objectives are met, review progress, and check on any potential obstacles.
4. Due to our extensive experience working with Polk County, our team is intimately familiar with local conditions. We can have team members on-site within the hour.



AS MEMBERS of our community, Dewberry's staff donates over 50 turkeys each year to One More Child to help fulfill a local need during the Thanksgiving season.



TAB 6: Interactions with County and Regulatory Agency Staff

Dewberry

www.dewberry.com

IS THE FIRM A "CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE"?

While Dewberry is not a certified minority business enterprise (CMBE) firm, we are a family-owned business that has grown from a small business over 65 years ago to the company we are today, focused on building strong relationships with the clients and communities we serve.

As a firm, Dewberry embraces an inclusive environment by valuing all individuals and their many diverse backgrounds. Thus, we are better able to deliver high-quality services to our clients, create competitive advantages, and drive market leadership. Our firm regularly partners with these certified businesses under similar contracts across the state.

Subconsultants

Dewberry takes pride in being able to perform nearly all of your scope of work/specifications with our in-house resources. We also realize there are instances where a strategic partnership provides complementary skills, or where specialty subconsultants add particular value to the project delivery process. We have working relationships with the firms highlighted below, allowing us to seamlessly execute projects together. We will coordinate with each of them directly to provide a successful management approach for the County.

Diversified Professional Services Corp (DPS) is an W/MBE and DBE firm located in Dade City, FL. They will provide support to Tierra in geotechnical field testing.


State of Florida
Woman Business
Certification
Diversified Professional Services Corp.
Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
Pedro Allende
Florida Department of Management Services

Archaeological Consultants, Inc. (ACI) is an W/MBE and DBE firm located in Sarasota, FL. They will provide Archaeological cultural resource management services.


State of Florida
Woman Business
Certification
Archaeological Consultants, Inc.
Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
Pedro Allende
Florida Department of Management Services

Hyatt Survey Services, Inc is a full service W/MBE and DBE firm located in Manatee County, FL. They will provide survey services.


State of Florida
Woman Business
Certification
Hyatt Survey Services, Inc.
Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
Pedro Allende
Florida Department of Management Services

TAB 7: Surveys of Past Performance

Dewberry www.dewberry.com

INTERACTION WITH COUNTY AND REGULATORY AGENCY STAFF

Dewberry has had the opportunity to serve Polk County since 2001. **Our firm history, commitment to protect the County's infrastructure, and holistic understanding of Polk County's programs are unmatched.** We have worked on Polk County utility, transportation, facilities, and parks and natural resources projects over the past decade. This long history and our commitment to outstanding service has allowed Dewberry to develop a reputation for reliability with Polk County staff.

Dewberry staff have permitted hundreds of projects throughout Florida with numerous state and federal agencies. Through our extensive experience permitting various projects through these agencies, we've developed a strong understanding of what is required to compile and submit a complete permit application, resulting in timely completion and fewer requests for additional information. Our team has been involved in the permitting of facilities, negotiating consent orders, providing consultation, and assisting in the crafting of governing regulations.



NAVIGATING COMPLEX PERMITTING PROCESSES

For the Cherry Hill WTP direct potable reuse (DPR) to continue to investigate opportunities to beneficially reuse 1.5 million gallons a day of public access reuse to offset groundwater withdrawals, our team worked with PCU and the SWFWMD to secure a cost-share DPR demonstration pilot project at the Cherry Hill WPF. This experience highlights our ability to work with assist PCU in navigating a complex permitting situation and in identifying and securing funding opportunities to offset project costs. In addition, the project has provided us with first-hand knowledge of the NWRUSA (utility service area) that we will apply to improvements at the NWRWWTF to provide PCU a practical approach to innovative wastewater solutions.

This experience has allowed our team to develop relationships with partner municipalities and regional authorities, such as:

- Polk County Health Department (DOH)
- FDEP
- FEMA
- Environmental Protection Agency (EPA)
- Water Management District staff
- Polk County Land Development Division

These relationships, developed for over 20 years, are based upon technically sound project approaches that result in projects that perform as engineered. Dewberry's scientific solutions resolve regulatory issues and have achieved positive results for Polk County by facilitating financial savings through the co-funding of projects.

In addition to these relationships, our team is comprised of individuals who worked in the highest levels at SWFWMD, and executives of the FDEP, FDOT, and other state agencies. We have extensive working, procedural knowledge of SWFWMD.

- Principal-in-Charge, **Robert Beltran, PE, DBIA**, is a water policy and planning expert and the former Executive Director at SWFWMD. He has pervasive knowledge and contacts through SWFWMD and will leverage that influence for these projects.
- **Alba Más, PE**, the former Regulatory Division Director, has worked for 30 years at SWFWMD in the Regulatory division starting in the ERP program and culminating as the Division Director for all the District Regulatory programs.
- **Scott Ethier, PE** has several years of experience with FEMA programs and is a Certified Stormwater Management Inspector. Experienced with Public Assistance and National Flood Insurance programs, he has on-the-ground first-hand knowledge of how local communities' recover from disaster.

Dewberry's long-standing reputation and work in the community has allowed the firm to develop trusted relationships with multiple entities in, and around, Polk County. **Our team understands the County's development process, requirements, and demands and is ready to continue to provide the very best service to build our communities for the future.**

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County
RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: Lynn Spivey (Name of Person completing survey)

City of Plant City - Utilities (Name of Client Company/Consultant)

Phone Number: 813.757.9190 Email: lspivey@plantcitygov.com

Subject: Past Performance Survey of Similar work:

Project name: Professional Staff Extension for Reviews

Name of Firm being surveyed: Dewberry Engineers Inc.

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: 9.9.21 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)	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)	NA
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 Lynn Spivey

Signature of Evaluator: Lynn C. Spivey

Please fax or email the completed survey to: amas@dewberry.com

Survey Questionnaire – Polk County

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: Andrew Joslyn (Name of Person completing survey)

North wes tFlorida Wa ter Manage men tD istrict (Name of Client Company/Consultant)

Phone Number: 850.539.5999 Email: andrew.joslyn@nwfwater.com

Subject: Past Performance Survey of Similar work:

Project name: NWFWMD Environmental Resource Permits (ERPs)

Name of Firm being surveyed: Dewberry Engi neers Inc.

Cost of Services: Original Cost: $84,320 Ending Cost: $84,320

Contract Start Date: 2.3.25 Contract End Date: Ongoing

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 Andrew Joslyn

Signature of Evaluator: Andrew Joslyn Digitally signed by Andrew Joslyn Date: 2025.09.19 13:24:28 -05'00'

Please fax or email the completed survey to: sdhamilton@dewberry.com

Survey Questionnaire – Polk County

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: Alex Madison (Name of Person completing survey)

Forestar Development Inc. (Name of Client Company/Consultant)

Phone Number: 407.850.3033 Email: alexmadison@forestar.com

Subject: Past Performance Survey of Similar work:

Project name: Harmony at Lake Eloise

Name of Firm being surveyed: Dewberry Engineers Inc.

Cost of Services: Original Cost: $214,150 Ending Cost: $214,150

Contract Start Date: 2.19.2021 Contract End Date: 10.1.2024

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)	8
3	Quality of workmanship	(1-10)	8
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	7
6	Ability to communicate with Client's staff	(1-10)	8
7	Ability to resolve issues promptly	(1-10)	8
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	8
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	8
12	Ability to offer solid recommendations	(1-10)	8
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Alex Madison

Signature of Evaluator

Please fax or email the completed survey to: callen@dewberry.com

Survey Questionnaire – Polk County

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: Rob Williams (Name of Person completing survey)

Polk County FL (Name of Client Company/Consultant)

Phone Number: 863.534.5527 Email: robwilliams@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Polk County Fire Training Center

Name of Firm being surveyed: Dewberry Engineers Inc.

Cost of Services: Original Cost: $51,380 Ending Cost: $51,380

Contract Start Date: 3.1.2023 Contract End Date: 3.1.2024

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)	9
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	9
9	Ability to maintain proper documentation	(1-10)	9
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)	9
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Rob Williams

Signature of Evaluator: Rob Williams

Please fax or email the completed survey to: rmalave@dewberry.com

Required Forms

Dewberry

www.dewberry.com

Proposers Incorporation Information
(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Dewberry Engineers Inc.

DBA/Fictitious Name (if applicable): N/A

TIN #: 13-0746510

Address: 1479 Town Center Drive Suite D214

City: Lakeland

State: Florida

Zip Code: 33803-7974

County: Polk 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: Robert Beltran, PE, DBIA

Phone Number: 863.345.1470

Cell Phone Number: 863.559.2471

Email Address: rbeltran@dewberry.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: New York

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

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Dewberry Engineers Inc.

2 Business name/disregarded entity name, if different from above.

Print or type. See *Specific Instructions* on page 3.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

8401 Arlington Blvd.

Requester's name and address (optional)

6 City, state, and ZIP code

Fairfax, VA 22031

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 13-0746510

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person: Richard Goldstein Date: 01/14/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

September 17, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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
Sr. Procurement Analyst
Procurement Division

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

Signature: _____
Printed Name: Robert Beltran, PE, DBIA
Title: Vice President and Principal-in-Charge
Company: Dewberry Engineers Inc.

October 2, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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
Sr. Procurement Analyst
Procurement Division

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

Signature: _____
Printed Name: Robert Beltran, PE, DBIA
Title: Vice President and Principal-in-Charge
Company: Dewberry Engineers Inc.

October 3, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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
Sr. Procurement Analyst
Procurement Division

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

Signature: [signature]
Printed Name: Robert Beltran, PE, DBIA
Title: Vice President and Principal-in-Charge
Company: Dewberry Engineers Inc.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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 BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

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

Company Name: Dewberry Engineers Inc.

Signature: [signature] VP

Title: Vice President and Principal-in-Charge

Date: October 8, 2025

State of: Florida

County of: ORANGE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 8th day of October, 2025, by Robert Beltran (*name*) as V.P. and P.I.C. (*title of officer*) of Dewberry Engineers Inc. (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Toni Boone

Printed Name of Notary Public: Toni Boone

Notary Commission Number and Expiration: 01/12/2029

(AFFIX NOTARY SEAL)

TONI DENISE BOONE
Notary Public - State of Florida
Commission # HH 627817
My Comm. Expires Jan 12, 2029
Bonded through National Notary Assn.

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

The undersigned, as an authorized officer of the consultant identified below (the "**Consultant**"), 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 Consultant in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Consultant and the County on or about the date hereof, whereby the Consultant 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 Consultant, 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 Consultant or subcontractor. The Consultant acknowledges and agrees that (i) the County and the Consultant may not enter into the Contract, and the Consultant 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 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 subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of 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 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 the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 8th day of October, 2025.

ATTEST:

By: _____

PRINTED NAME: Dianne T. Richardson

Its: Marketing Manager

CONSULTANT:

By: _____ VP

PRINTED NAME: Robert Beltran, PE, DBIA

Its: Vice President and Principal-in-Charge

Exhibit B

Dewberry Engineers Inc
Labor and Overhead
Polk County Florida

Direct Labor		1
Overhead/General/Administrative		1.63
Driect Cost Adjustment		0
Subtotal		2.6273
Profit	15%	0.39
Total		3.02

Exhibit B

Dewberry Rates

Labor Category	Low	High
Admin I	$ 68.39	$ 75.72
Admin II	$ 87.00	$ 96.32
Admin III	$ 107.46	$ 118.98
Admin IV	$ 124.96	$ 138.34
CADD Tech I	$ 91.49	$ 101.30
CADD Tech II	$ 116.34	$ 128.80
Cadd Tech Mgr	$ 147.19	$ 162.95
Senior Construction Manager	$ 233.00	$ 257.96
Construction Manager	$ 215.25	$ 238.31
Construction Inspector III	$ 112.45	$ 124.49
Construction Inspector II	$ 98.61	$ 109.17
Construction Inspector I	$ 90.09	$ 99.75
Senior Grant Manager	$ 289.70	$ 320.73
Grant Manager	$ 125.60	$ 139.05
Eng I	$ 112.98	$ 125.08
Eng II	$ 127.39	$ 141.03
Eng III	$ 144.69	$ 160.18
Eng IV	$ 154.82	$ 171.41
Eng V	$ 196.02	$ 217.02
Eng VI	$ 243.15	$ 269.20
Eng VII	$ 276.86	$ 306.51
Eng VIII	$ 288.88	$ 319.83
Eng IX	$ 353.56	$ 391.43
GIS II	$ 92.31	$ 102.19
GIS III	$ 109.72	$ 121.48
GIS IV	$ 115.00	$ 127.32
GIS V	$ 149.10	$ 165.06
GIS VI	$ 184.10	$ 203.82
GIS VII	$ 250.67	$ 277.53
Prof I	$ 100.46	$ 111.23
Prof II	$ 123.32	$ 136.52
Prof III	$ 171.33	$ 189.68
Prof IV	$ 194.64	$ 215.50
Prof V	$ 198.05	$ 219.26
Prof VI	$ 235.97	$ 261.24
Prof VII	$ 248.81	$ 275.46
Prof VIII	$ 266.01	$ 294.50
Principal	$ 383.96	$ 425.09
Project Manager	$ 217.36	$ 240.65
Deputy Project Manager	$ 118.87	$ 131.60
Chief Surveyor	$ 280.51	$ 310.56
Senior Surveyor	$ 192.25	$ 212.84
Surveyor	$ 127.66	$ 141.33
Senior Survey/SUE Tech	$ 103.16	$ 114.21
Survey/SUE Tech 1 man	$ 103.16	$ 114.21

Exhibit B

Survey/SUE 2 man	$ 172.26	$ 190.71
Survey/SUE 3 man	$ 275.42	$ 304.92
Survey/SUE 4 man	$ 378.58	$ 419.13

Business Confidential: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed --in whole or in part --for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of --or in connection with --the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction.

Fran McAskill
Director
Procurement Division

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

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1.	Subcontractor Services	Actual Costs
2.	Travel & Mileage Expenses	In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).
3.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs

MASTER CONSULTING AGREEMENT

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, CivilSurv Design Group, Inc. (the "Consultant") a Florida corporation located at 2525 Drane Field Road, Suite 7, Lakeland, FL 33811 and whose Federal Employer Identification Number is:271816201.

WHEREAS, the County Land Development Division works with engineers, surveyors, attorneys, planners, and the public to ensure that land is developed in accordance with the Polk County Land Development Code, Comprehensive Plan, and Utility Code. The Land Development Division, Engineering Section provides site design review services for private commercial and residential development projects, as well as activities within County rights-of-way. Additionally, staff provides site construction inspection services, floodplain management services, and survey reviews, which includes, meetings with property owners, developers, the Florida Department of Transportation (FDOT), city staff, and various regional and state agencies; and,

WHEREAS, County requires certain professional services in connection with staff augmentation services, which includes surveyors, inspectors, floodplain management and engineers on a temporary basis; and

WHEREAS, the County has solicited for these services via RFP 25-625, 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 **Term**

1.1 This Agreement shall take effect on the date of its execution by the County (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year time period, commencing

upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Services to Be Performed by Consultant**

2.1 Consultant shall perform the services as generally described in (i) the County's Request for Proposals RFP 25-625 to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 25-625") all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the "Services"). Such authorization will be referred to as a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO") and all provisions of this Agreement apply to the CSA/CPO with full force and effect as if appearing in full within each CSA/CPO. Each CSA/CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution.

2.2 The Consultant is not authorized to undertake any project without a duly executed CSA/CPO, which shall specify the work to be performed and the time to be completed. Consultant recognizes that the County may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

2.3 When the Consultant and the County enter into a CSA/CPO where the term of the CSA/CPO expires on a date that is later than the date that the Master Consulting Agreement (MCA) expires, the Consultant and the County agree that the terms of the MCA and any amendments, attachments or provisions thereof are automatically extended until the expiration (including any extension or amendment thereto) or full completion of the requirements of the CSA/CPO have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the CSA/CPO shall cause the terms of the MCA to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of the MCA. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of the MCA.

3.0 **Compensation**

3.1 General

3.1.1 County shall pay Consultant in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.2 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to the Master Consulting Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for CSA's/CPO's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual CSA/CPO.

3.1.4 In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as Exhibit "B". The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.5 Invoices must reference the applicable CSA/CPO number, using an invoice form approved by the County Auditor.

3.1.6 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

Polk County Land Development Division
330 W. Church Street, Bartow, FL 33830
Attention: Director

3.1.7 In order for both parties herein to close their books and records, 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.

3.1.8 Payment of the final invoice shall not constitute evidence of the County's acceptance of the work

3.1.9 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by County and, if so requested, shall be furnished by Consultant to County Auditor's satisfaction.

3.1.10 By submission of an invoice, the project manager or designated payroll officer is deemed to be attesting to the correctness and accuracy of time charges and requested reimbursements.

3.1.11 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.2 Reimbursable

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement per the negotiated CPO or CSA shall be reimbursed in accordance with the County's Reimbursable Schedule, Exhibit "C", and 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 Scope of Work described in this Agreement, CSA, or CPO.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable CSA or CPO, and include:

Sub-Consultant

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel only (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Land Development Division offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

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

4.0 **Insurance**

4.1 General Provisions

4.1.1 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 coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect 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.

4.1.2 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 Commercial General Liability and Worker's Compensation Liability policies shall contain a waiver of subrogation in favor of Polk 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.

4.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the County.

4.1.4 If there is any failure by the Consultant to comply with the provisions of

this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance.

4.1.5 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.

4.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All Consultants' subconsultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants 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 subconsultants' insurance coverage.

4.1.9 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.

4.2 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.

4.3 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:

4.3.1 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.

4.3.2 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)

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. $2,000,000.00 for design errors and omissions, inclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CSA or CPO for the project.

4.7 Worker's Compensation. The Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 **Standard of Care**

5.1 Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 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.

5.3 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.

5.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 **Indemnification**

6.1 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, County and Consultant agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold 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, attorney's 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, its 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.

6.2.2 County 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.

6.2.3 Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

6.3 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 Agreement shall survive as if the Agreement were in full force and effect.

7.0 **Independent Contractor**

7.1 Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 County shall have no right to supervise the methods used, but County shall have the right to observe such performance.

7.3 Consultant shall work closely with County in performing Services under this Agreement.

7.4 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.

7.5 Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 **Authority to Practice**

8.1 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.

9.0 **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 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 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 CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLKFL.GOV

10.0 **Compliance with Laws**

10.1 In performance of the Services, 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.

11.0 **Subcontracting**

11.1 The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

11.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a Subcontractor to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

12.0 **Federal and State Taxes**

12.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to 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.

13.0 **Public Entity Crimes**

13.1 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.

14.0 **County's Responsibilities**

14.1 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.

15.0 **Termination of Agreement**

15.1 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.

15.2 This Agreement may be terminated by the County with or without cause immediately upon written notice to the Consultant.

15.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination.

15.4 After receipt of a Termination Notice, as described in this Article 15.0, and except as otherwise directed by the County, the Consultant shall:

15.4.1 Stop work on the date and to the extent specified.

15.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

15.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

15.4.4 Continue and complete all parts of the work that have not been terminated.

16.0 **Uncontrollable Forces (Force Majeure)**

16.1 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.

17.0 **Governing Law and Venue**

17.1 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. Each party shall be responsible for its own attorneys' fee and other legal costs and expenses.

18.0 **Non-Discrimination**

18.1 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.

19.0 **Waiver**

19.1 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. 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.

20.0 **Severability**

20.1 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.

20.2 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.

20.3 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.

20.4 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.

21.0 **Entirety of Agreement**

21.1 The County and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

21.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and Consultant pertaining to the Services, whether written or oral.

21.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

22.0 **Modification**

22.1 This Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 **Successors and Assigns**

23.1 County and Consultant each binds itself and its partners, successors, permitted assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, permitted assigns, and legal representatives of such other party.

23.2 Consultant shall not assign this Agreement without the express written approval of the County by executed amendment, which approval may be withheld in the County's sole discretion.

23.3 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.

24.0 **Contingent Fees**

24.1 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.

25.0 **Truth-In-Negotiation Certificate**

25.1 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 Effective Date of this Agreement.

25.2 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.

26.0 **Ownership of Documents**

26.1 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, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. 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 Consultant.

27.0 **Access and Audits**

27.1 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.

27.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the Polk County Board of County Commissioners 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.

27.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

27.4 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.

28.0 **Notice**

28.1 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 Land Development Division
330 West Church Street
Bartow, FL 33830
Attention: Director

As to Consultant: CivilSurv Design Group, Inc.
2525 Drane Field Road, Suite 7
Lakeland, FL 33811
Attention: Craig R. Fuller, PE

28.2 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. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions 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.

28.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

29.0 **Service of Process**

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant: CivilSurv Design Group, Inc.
2525 Drane Field Road, Suite 7
Lakeland, FL 33811

Attention: Craig R. Fuller, PE

30.0 **Contract Administration**

30.1 Services of Consultant shall be under the general direction of the Land Development Division Director, or their successor, who shall act as the County's representative during the term of this Agreement.

31.0 **Key Personnel**

31.1 Consultant shall notify 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 changes. Consultant at 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. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Craig Fuller, PE

Name: Mark J. Frederick, PE, CFM, ENV SP, PMP

32.0. **Annual Appropriations**

32.1 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.

33.0 **Liquidated Damages**

33.1 The parties hereto agree that liquidated damages, in the amount specified in the applicable CSA/CPO, will be assessed against the Consultant for Consultant' s failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to Consultant's fault in causing the delay as compared to other causes, and to the extent the Consultant is not delayed by reasons beyond Consultant's reasonable control.

34.0 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.

35.0 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.

36.0 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).

37. No Construction Against Drafter

37.1 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.

38. 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 THE PAGE LEFT INTENTIONALLY BLANK)

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

ATTEST:

STACY M. BUTTERFIELD

By: _____
Deputy Clerk

Polk County, a political subdivision of the State of Florida

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

Date Signed by County: _____

Review as to form and legal sufficiency

Noah Wilson 5/19/26
County Attorney's Office Date

ATTEST:

By: Kenneth T. Glass
Corporate Secretary

Kenneth T. Glass
[Print Name]

DATE: May 14, 2026

SEAL

CivilSurv Design Group, Inc.
a Florida corporation

By: Craig Cutler
[Print Name]

President
[Title]

DATE: 5/14/2026

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 5/14/2026 (Date) by Craig R. Fuller (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 05/14/2026 (Date) Melisha D Harrell (Official Notary Signature and Notary Seal)

Melisha D. Harrell (Name of Notary typed, printed or stamped)

Commission Number HH 456198 Commission Expiration Date 2/16/2028

Melisha D. Harrell
Comm.: HH 456198
Expires: Feb. 16, 2028
Notary Public - State of Florida

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-625, Engineering Staff Augmentation Services for Land Development

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 BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

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

Company Name: Civil Surv Design Group, Inc.

Signature: [signature]

Title: President

Date: 05/14/2026

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of May, 2026, by Craig R. Fuller (*name*) as President (*title of officer*) of Civil Surv Design Group (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Melisha D Harrell

Printed Name of Notary Public: Melisha D. Harrell

Notary Commission Number and Expiration: HH 456198 exp. 2/16/2028

(AFFIX NOTARY SEAL)

Melisha D. Harrell
Comm.: HH 456198
Expires: Feb. 16, 2028
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 Craig Fuller, 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.

CivilSurv Design Group, Inc.
NONGOVERNMENTAL ENTITY

SIGNATURE

Craig Fuller
PRINT NAME

President
TITLE

5/14/2026
DATE

Exhibit Ai

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from firms that are interested in providing professional services of surveyors, inspectors, floodplain management and engineering on a temporary basis to support the operational needs of the Land Development Division, 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: 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

Receiving Period: Prior to 2:00 p.m., Wednesday, October 8, 2025

Bid Opening: Wednesday, October 8, 2025, at 2:00 p.m. or as soon as possible thereafter..

Special Instructions: A **NON-MANDATORY** pre-proposal meeting will be held Tuesday, September 16, 2025, 2:00 p.m. at the Polk County Administration building, Procurement Conference Room 150 (1st Floor) located at 330 W. Church St, Bartow, FL 33830. Those attending via video conference will be added to the sign-in sheet by the Procurement office during the video conference. The Zoom Meeting ID: 876 0813 0810.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at tabathashirah@polk-county.net. All questions must be received by Wednesday, September 24, 2025, 5:00 p.m.

Bid Opening: Proposers may 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.

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 Polk County Procurement Division as soon as possible. It is the firm's responsibility to verify if any addenda have been issued.

RFP Number: 25-625

RFP Title: Staff Augmentation Services for Engineers, Surveyors, Inspectors, and Flood Plain Management (CCNA)

This form is for RFP registration. Please scroll down for additional information.

This form is for proposal 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 #25-625 Engineering Staff Augmentation Services for Land Development Request for Professional Services" 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	25-625
RFP Title	Staff Augmentation Services for Engineers, Surveyors, Inspectors, and Flood Plain Management (CCNA)
Due Date/Time:	October 8, 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 25-625 Tab 1"

"RFP 25-625 Tab 2"

"RFP 25-625 Tab 3"

"RFP 25-625 Tab 4"

"RFP 25-625 Tab 5"

"RFP 25-625 Tab 6"

"RFP 25-625 Tab 7"

"RFP 25-625 Submittal Documents"

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 # 25-625

Staff Augmentation Services for Engineers, Surveyors, Inspectors, and Flood Plain Management (CCNA)

Sealed proposals will be received in the Procurement Division, **Wednesday, October 8, 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. All questions must be received by September 24, 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 Proposal 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 service of firm(s) to pv.

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.

All personnel assigned to the work shall be fully qualified and licensed as necessary.

It is the intent of the County to select and negotiate a Master Consulting Agreement with one (1) or more firm(s). The County may employ several different consultants to perform the work described. No consultant shall be employed as the exclusive consultant. Consultants will be chosen based upon the expertise and experience listed as pertains to the work described. Selection of a qualified firm under this RFP is not a guarantee of work.

The County will negotiate a fee schedule 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.

The Successful Proposer must register in our Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a firm until they have registered. You may register by going to the following link: https://www.polk-county.net/business/procurement/vendor-information/. It is the responsibility of all firms to update their firm information. Only registered firms will receive notifications of future RFP's.

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

BACKGROUND, PURPOSE AND SCOPE

Background & Purpose:

The Land Development division works with engineers, surveyors, attorneys, planners and the public to ensure land is developed in accordance with the Polk County Land Development Code, Comprehensive Plan, and Utility Code. As part of the Land Development Division, the County Engineering Section's staff provides site design review services for private commercial and residential development projects, as well as activities within County rights-of-way. Staff also provide site construction inspection services, floodplain management services, and surveying review. Staff members coordinate meetings with property owners, developers, the Florida Department of

Transportation (FDOT), city staff, regional and state agencies. The goal is to ensure safe portals and best management practices consistent with Polk County policy.

Polk County has been experiencing significant population growth and rapid development and urbanization. As a result of this growth and demand the County requires temporary staff to assist Land Development staff with these roles.

The purpose of this proposal is to establish an hourly billing rate for the job classifications described below. The obligation of the County will be solely to compensate the Firm(s) for the number of hours provided in accordance with the fee schedule negotiated with the awarded firm(s). The fee schedule for each job classification shall be inclusive of all costs including but not limited to, overhead, profit, mileage, background checks, screenings, etc., there will be no reimbursables.

SCOPE OF SERVICES

The scope of services shall include, but will not be limited to the following types of work:

SURVEYORS

The scope of services shall include, but not be limited to, review of subdivision plats, site plan boundary review, survey field work, photogrammetric surveys, light detection and ranging (LiDAR) surveys, boundary surveys, right of way map preparation, survey drafting (including all software necessary to produce required plans, documents, etc.), design surveys, writing of legal descriptions and recording of easements, easements and right-of-way, parcel and plat research, easement sketches, easement staking, easement encroachments, "as built" surveys and topographic surveys, aerial topographic survey (survey approximating the contour of the land), surveying and mapping, ordinary high water line, bathymetric survey, volumetric calculations, ground based surveying, and GPS support services, sovereign boundaries, Federal Emergency Management Agency (FEMA) flood zone boundaries. These services may also be used by any division within the County and, may be required to meet Southwest Florida Water Management District (SWFWMD), South Florida Water Management District (SFWMD), Florida Department of Transportation (FDOT), US Army Corps of Engineers, or Florida Department of Environmental Protection (FDEP) survey protocol, along with having the survey to be certified to that agency, in addition to the County.

The services will support a number of projects including, but not limited to; wetland delineation for state and federal agencies, wetland mitigation design and permitting, design and permitting of infrastructures including stormwater management, roads, land reclamation, construction management, borrow site development, geotechnical and hydrogeological services, title searches, wetland delineation, jurisdictional wetland delineation, endangered species survey, environmental sciences, environmental right-of-way, geotechnical, historical, archaeological, wetland and hazardous material operations.

The information gathered in these types of services may need to be mapped and certified.

Surveyors' Specifications

1. Plat and Plan Review - Review both commercial and public subdivision plats for conformance with FSS chapter 177- "The making of plats". Assist Land Development division by reviewing submitted documents to ensure compliance with both State and County standards. Written comments are to be provided within appropriate review times as determined by Polk County Land Development Code.

2. Topographic services in paper and electronic format - Work must be rectified and meet the State of Florida surveying requirements for topographic maps. Work must be completed under the supervision of a Professional Surveyor and Mapper (PSM) licensed in the State of Florida.

3. Volumetric Calculations – Complete volumetric calculations of material stockpiles, borrow material, and in place earthmoving to support annual reports and construction administration. Provide hydrographic and bathymetric survey data to support volumetric calculations involving areas of standing and flowing water of variable depth. Work must be completed under the supervision of a PSM licensed in the State of Florida.

4. Deliverables may include, but are not limited to; sealed, certified copies of the final survey, certified to County Divisions, AutoCAD drawing file of the completed survey in digital format in current version of AutoCAD, ArcMap drawing of completed survey in digital format(i.e. Shape file & Digital Elevation Model), all supporting documentation and computations organized and annotated to allow review of adjustments and conclusions. This data should be printed or scanned into PDF format, digital copy of all data (drawing file, Adobe PDF file, custom font, line types, plot styles, color tables), ASCII text file of the DEM points, (N,E,Z), with an accompanying surveyor's report and files need to be in a format accessible directly into GIS without any conversion steps (i.e. polyline shapefile), Final report shall be certified and sealed, dated, and signed by a Professional Florida Licensed Surveyor and Mapper, Data deliverables shall be made available to client in electronic format. The report should be Adobe PDF format and the DEM an ASCII text file and files need to be in format accessible directly into GIS without any conversion steps (i.e. polyline shapefile). Files shall be sent by email or ftp download, or on a flash drive, CD or DVD of the data.

5. All Surveying and Mapping will be performed per "The Florida Standards of Practice for Surveying and Mapping" and signed and sealed by a Florida Licensed Surveyor and Mapper.

6. Consultant shall establish horizontal and vertical control(s) for the site/project.

7. Consultant shall establish LiDAR check points for calibration.

8. Horizontal datum will be NAD 1983 Florida West zone state plane coordinates (latitude/longitude), U.S. survey feet and the vertical datum will be NAVD 88, U.S. survey feet, unless client specifies otherwise in writing.

9. Topography acquired by remote sensing methodology will be produced per the "ASPRS Positional Accuracy Standards for Digital Geospatial Data".

10. Create a digital elevation model (DEM) from Airborne LiDAR data. The DEM density will be based on project specific needs.

INSPECTORS

As part of the Land Development Division, the County Engineering Section's inspection staff provides site construction inspection services for private commercial and residential development projects, as well as activities within County rights-of-way. Staff members coordinate pre-construction meetings with engineers and contractors. During construction, Land Development inspection staff work in the field to ensure that projects are constructed in accordance with approved plans, Land Development Code and Polk County Utilities Standards and Specifications Manual. Occasionally the County requires temporary staff to assist Land Development with field inspections.

Land Development Inspectors will perform utility (water, wastewater, reclaimed water), roadway, pavement, culvert, drainage system, and related site development construction inspections to ensure compliance with the approved construction plans, specifications, and related permits.

The scope of services shall include, but not be limited, the following duties to be performed:

1. Interpret design plans and specifications.

2. Observe construction activity and inspect workmanship, materials, and techniques to ensure compliance.

3. Inspection of installation of underground utility lines.

4. Oversight and inspection of backfill and compaction work.

5. Inspection of storm sewer and surface water management facilities.

6. Site grading, soil stabilization/erosion prevention.

7. Ensure proper pavement construction including depths, materials, installation, mix and temperature testing for asphalt pavements.

8. Verifies material quantities and product types.

9. Inspection of lift station construction.

10. Inspect installation of signage and traffic control devices.

11. Makes record of project progress.

12. Interacts with contractors, consultants, and other related parties.

13. Identifies project issues and coordinates with County Engineer staff regarding resolutions.

14. Makes recommendations to County Engineer regarding final release of projects at completion of construction.

FLOODPLAIN MANAGEMENT

As part of the Land Development Division, the County Floodplain Management Section's staff provides a range of services necessary for ensuring compliance with the National Flood Insurance Program (NFIP) and the Florida Building Code, as well as maintaining activities and records for participation in the Community Rating System (CRS). Staff members coordinate with property owners, developers, county emergency management, the Florida Division of Emergency Management, the Federal Emergency Management Agency (FEMA) and other community staff, as well as a range of regional and state agencies.

The scope of services of the floodplain management activities may include but are not limited to the following duties:

1. Assist in the coordination of the County's Floodplain Management Program, ensuring that the County meets FEMA's minimum NFIP participation requirements.

2. Provide technical information and assistance to the Building Official and other County staff in the interpretation and application of floodplain management requirements.

3. Assist in coordination of the County's FEMA Community Rating System (CRS) Program.

4. Assist in the application of the County's floodplain ordinance, regulations, policies, and procedures, and inspection processes as related to floodplain management.

5. Promote public awareness of the County's Floodplain Management Program through attending community meetings, including the Board of County Commissioners, Planning Commission, Code Enforcement, and Special Magistrate; or conducting public outreach.

6. Conduct site visits, respond to specific complaints, and document observations related to floodplain management enquiries.

7. Assist in mediating floodplain management related complaints.

8. Explain floodplain development requirements to community leaders, citizens, and the general public.

9. Maintain records and documents that keep the County a participant in FEMA's NFIP and CRS programs.

10. Maintain the Community Floodplain Management Reference Library.

11. Provide assistance to FEMA and State Floodplain Management Office representatives during Community Assistance Visits (CAV) and Community Rating System (CRS) Program reviews.

12. Monitor, coordinate, and collaborate with other federal and state Floodplain Management programs.

13. Appear as a witness involving floodplain violations.

14. Assist in coordination of disaster response and recovery efforts.

15. Assist in coordination of hazard mitigation grants.

16. Performs other related job duties as assigned.

ENGINEERING SERVICES

As part of the Land Development Division, the County Engineering Section's staff provides site design review services for private commercial and residential development projects, as well as activities within County rights-of-way. Staff members coordinate pre-design meetings with property owners, developers, the Florida Department of Transportation (FDOT), city staff, regional and state agencies. The goal is to ensure safe portals and best management practices consistent with Polk County policy.

The scope of services of the Engineering services may include but are not limited to the following duties:

1. Provide comprehensive review of land development projects to ensure compliance with the Polk County Land Development Code, Polk County Utility Code, and other applicable design standards. This may include stormwater design review, transportation system design review, traffic study analysis, subdivision design review, water/wastewater system design review, planning/zoning review, landscape design review, flood plain management, wetland/natural resource impacts, or any other component of Land Development review.

2. Provide technical information and assistance to the Utility or Roads and Drainage Divisions as it relates to Land Development projects.

3. Oversee and provide project management services for Land Development related improvement projects to public infrastructure.

4. Provide technical information and assistance to the Building Official and other County staff in the interpretation and application of Land Development Code requirements.

5. Assist in the application of the County's floodplain ordinance, regulations, policies, and procedures, and inspection processes related to floodplain management.

6. Review and evaluate impacts on natural resources such as wetlands. May include site visits for delineation and functionality review, interagency coordination, and compliance review.

7. Conduct site visits, respond to specific complaints, and document observations related to land development enquiries.

8. Assist in mediating land development related complaints.

9. Meet with and explain land development requirements to community leaders, citizens, and the general public.

10. Appear as a witness involving floodplain violations.

11. Assist in coordination of disaster response and recovery efforts.

12. Assist in coordination of hazard mitigation grants.

13. Performs other related job duties as assigned.

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in the agreement will be assigned during the term of the agreement. Further, the Consultant is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff.

SPECIFICATIONS

1. Regular work hours will be performed Monday through Friday excluding County holidays. Official operating hours (in most cases) will be 8:00 a.m. to 5:00 p.m. for most positions or 7:00 a.m. to 4:00 p.m. for inspector staff, with a one-hour break for lunch. The User Division requesting the staff will determine the number of hours worked daily, the length of time the staff is required, and the total number of staff required. The County will only pay for hours worked; the County will not pay holiday pay.

The following is a listing of those holidays:

a. New Year's Day

b. Martin Luther King Jr., Day

c. Memorial Day

d. Independence Day

e. Labor Day

f. Veteran's Day

g. Thanksgiving Day and the day after

h. Christmas Eve and Christmas Day (unless otherwise directed by the Board of County Commissioners)

2. Firm(s) shall provide certification verification to the County Engineer or designee prior to start of employment of all temps.

3. Staff shall report to work equipped with a cell phone and computer. The County will not provide communications equipment or reimburse for equipment usage. All costs shall be included in the billing rate.

4. Staff may be required to report to work at the County Administration Building, Office of Land Development, 330 W Church Street, 2nd Floor, Bartow, FL, or a future construction site located within Polk County.

5. Firm(s) shall be responsible for providing necessary and adequate transportation for staff. The County will not provide vehicles. Mileage will not be reimbursed. All costs shall be included in the billing rate.

6. Staff may be asked to work remotely or from a location collectively decided upon between the firm(s) and county staff. Travel time to and from the designated reporting location will not be paid. The designated reporting location is subject to change.

7. The County reserves the right to keep the staff engaged for as long as the need continues.

8. If the County determines the staff sent to any job site is/are not qualified to do the required work within the first four (4) hours after reporting to work, the County will dismiss the staff and notify the Firm at no cost to the County.

9. Staff will be dismissed from their assignment at the sole discretion of the County Engineer or designee for the use of alcohol or controlled substances while on duty, using profanity or being verbally abusive, disobedience of reasonable directions given by the County's personnel, violation of safety rules and regulations and misuse of the County's property.

10. Any work products such as reports, drawings or charts or other intellectual property that are produced by staff as part of the services provided shall be the sole property of the County. All reports, correspondence and any other information is subject to the Florida Public Records Law.

11. Protection of County Information – Due to the sensitive nature of the information maintained by the County, the Firm(s) or any of their employees shall not disclose or release in any manner, any and all information the County deems private, privileged or confidential transmitted/handled during the performance of the contract service. At no time shall any information be disclosed without the County's prior written consent.

12. Time sheets must detail out the time worked with a deduction for lunch. The County will pay only in 15-minute increments, not less. If time is not posted on the quarter hour, it will be rounded up or down to the nearest quarter hour. If the time falls under seven (7) minutes of the quarter hour, it will be rounded down; if it is seven (7) minutes or more of the quarter hour, it will be rounded up. Time sheets must accompany all invoices and be billed at the negotiated billing rates.

13. Firms must possess the capability of providing background checks for any staff requested by the County.

14. The firm will be responsible for performing and verifying all background checks before a Temp can be provided to the County.

15. The County will request confirmation of such background checks/screening and the documented results. The County may request additional background or other checks including criminal background checks and fingerprinting of all staff being provided. The Firm shall not be required to re-screen existing staff assigned to a project. Background checks will be provided to the Human Resources office and shall include but not limited to the following:

    a. Pre-employment drug screening

    b. Authorization to work in the United States

    c. Statewide criminal check (going back at least 10 years)

    d. Nationwide criminal check/discovery (checks state criminal records and sexual predator databases for all states)

    e. Motor Vehicle/Driving Record

16. Staff must notify the Land Development Representative immediately if the assignment given to them is a conflict of interest. A conflict of interest includes, but is not limited to, the project being inspected, or plans being reviewed is being developed, designed, and/or constructed by the staff's employer, family member, or will result in a direct/indirect financial gain or any other type of gain to the Temp, a family member, and/or employer.

AGREEMENT

The Master Consulting Agreement will be for five (5) years unless otherwise terminated in accordance with the master service agreement.

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
f) Provide a list of the trades you are proposing to provide staff augmentation for. (Proposers should be able to provide staff for a minimum of two trades)

Tab 2 Approach to the Project (35 points)
(Maximum of four (4) pages)

a) Describe the specific abilities of the firm/ personnel to be assigned to these services in regard to this approach. Include any additional information not directly cited in the scope of services.
b) Describe in detail the components of how your firm proposes to manage assigned project(s), based upon the scope of services. Please identify the services your firm provides which make you qualified to perform the required services.
c) Describe how the firm plans to maintain the project team and manage the project team members' time in order to ensure sufficient time to complete a project.
d) Describe the firm's Quality Assurance and Quality Control program as it pertains to engineering services.

Tab 3 Experience, Expertise, Personnel and Technical Resources (40 points)

- Provide four (4) projects in which the proposer has performed within the past five (5) years as the prime proposer, which best illustrate the experience of the firm and current staff as related to the desired professional services. Proposers should provide a minimum of (1) one project for (2) two of the (4) four types of trades (surveyor, inspector, flood plain management and engineer) and one of the projects identified should be projects performed for public entities. (Maximum of one (1) page only 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, if completed provide the actual completion date;
e) The nature of the firm's responsibility on the project;
f) List of change orders, including dollar amount, which were the result of unforeseen circumstances or design errors/oversights; and
g) List of any time extensions created by item "f" above.

- Provide an organizational chart of the team highlighting the key individuals who will work on this contract.
- Provide brief resumes of the firm's key personnel to be assigned to the master service agreement including the trade they will be augmenting, 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?
- Identify any sub-consultants that may be involved throughout the duration of the agreement. For each sub consultant identified please provide:
    - 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' or sub-consultant's 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.
- 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 firms. To that end we encourage all of our prime and professional services firms to utilize W/MBE firms 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 Interactions with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, water use permitting, consent orders, consultation, governing regulations; and other related activities. Describe the firm's ability to work with Land Development or other Division staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies, including, but not limited to SWFWMD, FDEP, FDOT, SFWMD, FEMA, US Army Corps and local municipalities if applicable. (Limit response to one (1) page)

Tab 7 Surveys of Past Performance (10 Points)

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

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 7) 10 points

  Subtotal Points: 20 points

  by the process stated under each corresponding Tab description as set forth on Pages 16-19.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:
  - Approach to the Project (Tab 2) 35 points
  - Experience, Expertise, Personnel & Technical Resources (Tab 3) 40 points

- Interaction w/ County &
- Regulatory Agencies (Tab 6) 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.

2) 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.
3) A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.
4) 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.
5) 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.
6) 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 must 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 must 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 are 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 authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer(s). After Board approval to authorize staff to negotiate a contract, said Proposer(s) will then be elevated to Elevation Level 4 for 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(s). Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer(s) 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(s) are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer(s) 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(s).

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 $100,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by

the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Consultants; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles and shall be primary to any other available insurance.

Professional Liability Insurance. $2,000,000 to include, but not limited to, design, surveys, and engineering errors and omissions, inclusive of defense costs. The 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 proposing 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
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 one hundred and twenty (120) 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 the proposal with their submittal, or must provide within thirty (30) days from the Proposal due date.

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 Proposal 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 consultant 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 consultant or subcontractor. 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 subcontractors to provide an affidavit attesting that the subcontractor 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 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 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.

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 Firm Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Firm's social, political, or ideological interests when determining if the Firm is a responsible firm; or (ii) give preference to a Firm based on the Firm'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 Firm hereby certifies to the County that the Firm is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Firm engaged in a boycott of Israel, nor was the Firm on such List or engaged in such a boycott at the time it submitted its proposal, 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 Firm further certifies to the County as follows:
      a) the Firm is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
      b) the Firm 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 Firm is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
      d) the Firm 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 Firm hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Firm 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 Firm 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 Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ii. The Firm 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 Firm 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 proposers and submitted with their proposal 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 proposal 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 firm must complete and submit this form prior to award. The Successful firm 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 (Professional Services for Hillsborough County Land Development), Etc.
COST OF SERVICES	Cost of services ($20,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2020)

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 7
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 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Firm 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

SOLICITATION NO.: RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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 BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 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: 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

The undersigned, as an authorized officer of the consultant identified below (the "**Consultant**"), 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 Consultant in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Consultant and the County on or about the date hereof, whereby the Consultant 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 Consultant, 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 Consultant or subcontractor. The Consultant acknowledges and agrees that (i) the County and the Consultant may not enter into the Contract, and the Consultant 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 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 subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of 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 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 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:

By: _____
PRINTED NAME: _____
Its: _____

CONSULTANT:

By: _____
PRINTED NAME: _____
Its: _____

September 17, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. 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 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

Addendum #1

Question 1: 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 1: 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 2: Can firms provide staff to cover all trades even if we're not submitting on all trades?

Answer 2: Firms are only required to submit resumes for staff or subconsultants for the trades they are proposing to perform. Evaluation and selection will be based solely on the experience submitted in the proposal. Trades for which a firm does not submit experience will not be considered for staff augmentation services.

October 2, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. 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: _____

Q1: Could you confirm the process for submitting the Cost Tab? The RFP refers to uploading it as an Excel file, but I would like to verify if there are any additional content instructions or formatting requirements?

A1: Not applicable, there is no Cost Tab for this RFP. RFP Package, page 4 states *"Please only upload your documents as a PDF or Excel file for the Cost Tab,* ***if applicable."***

Q2: Who does Polk County recognize as an approved criminal background checks/fingerprinting, and drug screening company for completing Specifications Item 15? Does such company only need to be approved by the State of Florida or does Polk County have an approved list of companies for these services?

A2: The Proposer must have the capability to conduct background checks; however, the County does not require the Proposer to use an approved vendor list.

October 3, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. 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: _____

Q1: As currently worded, we believe that the indemnity provision located on page 25 of your RFP is not in compliance with FL Statute 725.08 and is unenforceable. Would the County consider rewording same to conform with the statute? Suggested language per FL Statute 725.08: "*The design professional shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.*"

A1: The RFP indemnity language will remain unchanged at this time. Minor adjustments may be made to the indemnity language during negotiations with the elevated consultants.

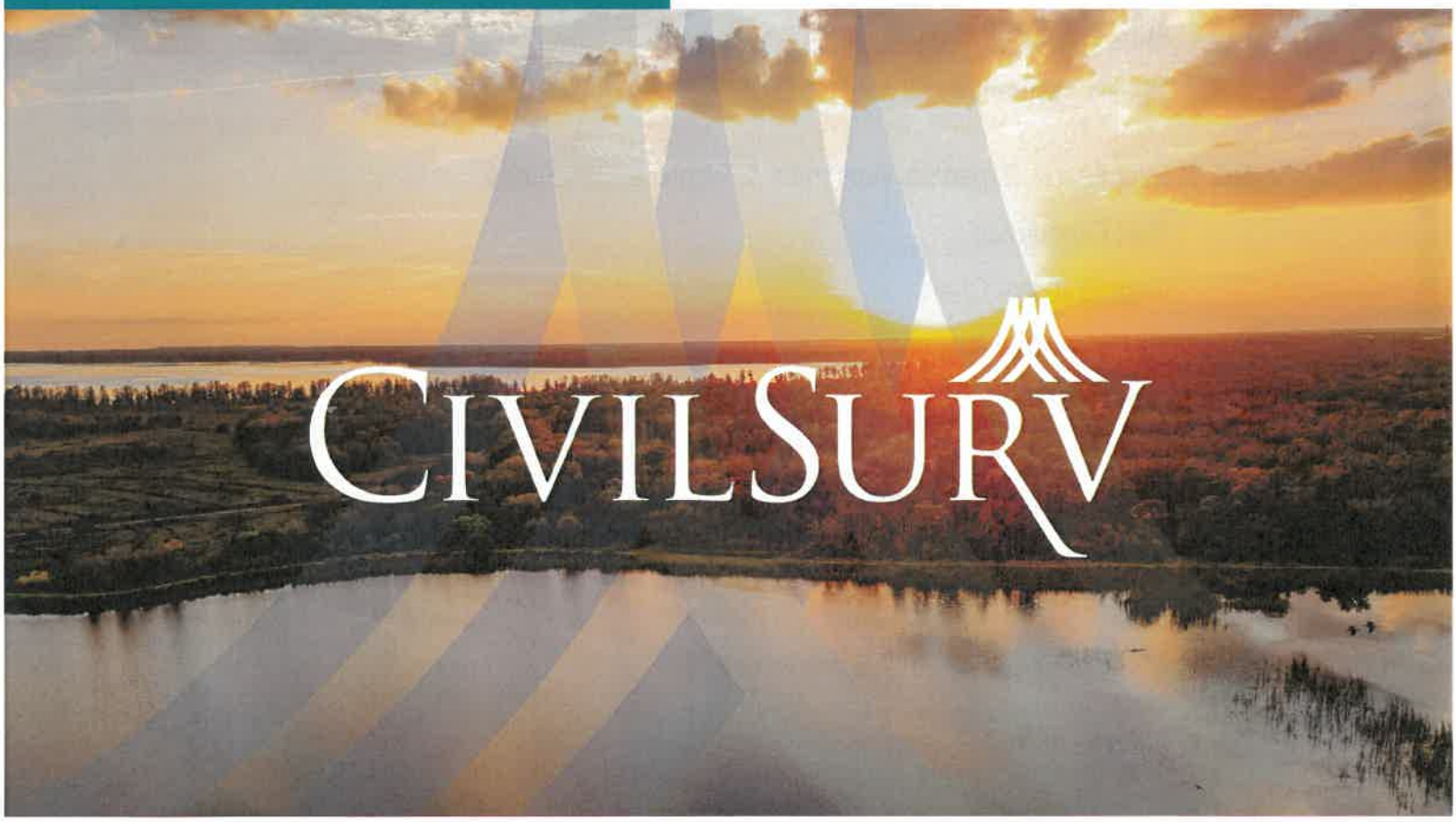
EXHIBIT "A-ii"

POLK COUNTY

RFQ-25-625

Engineering Staff Augmentation Services for Land Development

DUE DATE: OCTOBER 8, 2025



Contact Person:
Craig R. Fuller, PE
Contract Manager

WWW.CIVILSURV.COM

2525 Drane Field Rd., Suite 7
Lakeland, FL 33811

(863) 646-4771

CFULLER@CIVILSURV.COM

POLK COUNTY

Table of Contents

RFQ No. 25-625 Engineering Staff Augmentation for Land Development

Tab 1: Executive Summary 1

Tab 2: Approach to the Project 3

Quality Assurance / Quality Control 5

Tab 3: Experience, Expertise, Personnel & Technical Resources

Past Experience 6

Organizational Chart 10

Key Personnel Resumes 11

Subconsultants 24

Tab 4: Polk County Entity 29

Tab 5: WMBE Participation 30

Tab 6: Interactions with County & Regulatory Staff 31

Tab 7: Surveys of Past Performance 32

Tab 8: Submittal Documents

Proposal Submittal Page & Signed Addendums 36

Affidavit Immigration Laws 40

Insurance Certificate 41

Drug Free Workplace Statement 42

EVerify Certification 43

Professional Licensure & Certifications 44

Tab 1

Executive Summary

CivilSurv Design Group, Inc. is pleased to submit our qualifications for providing Staff Augmentation Services Services on an as-needed basis. As a Polk County-based firm, we are eager to continue to be part of the solutions for Polk County. With 45 employees and 13 licensed professionals, we are one of the largest multi-disciplinary government-focused teams headquartered in Polk County. **Our team offers all services in-house and locally: Surveyors, Inspectors, Engineers and Floodplain Managers.** We have five licensed surveyors who have performed similar services for Polk County, Sarasota County, Manatee County, and numerous Cities in the area in the past 5 years. We have two available inspectors with FDOT CTQP training and water main testing and installation, one of whom has worked alongside Land Development staff for over six months For Floodplain Management, we have Mark Frederick, PE, CFM, ENV SP, PMP whom is a Certified Floodplain Manager – and we have actively worked as Floodplain Administrators for the City of Indian Rocks Beach prior to and throughout their recovery from Hurricane Helene where the entire City was covered in feet of water. Hetty Harmon, AICP, and Craig Fuller, PE have acted on behalf of the City with a team of professionals working under their charge – allowing for rapid deployment for analysis to over 1,300 structures damaged during the flooding as part of Helene.

We have also provided Vulnerability Assessments and planning for Okeechobee County, modeling future flooding events and determining Critical Infrastructure that is in need of updating to deal with new/larger rain events. Finally, led by Mark Frederick, PE, CFM, ENV SP, PMP, we have a team of Professional Engineers and Engineering Interns whom regularly review all designs for compliance with local codes for the Cities of Polk City, Frostproof, Indian Rocks Beach – and Polk County Utilities Lift Stations. Our veteran staff of John Howle, PE, Craig Fuller, PE, Derick Bryant, PE, Mark Frederick, PE, and Bill Smith, PE each have over 20 years' experience in the management, coordination, design, and review of land development projects and utilities projects.

This Contract is precisely what we do, as our Surveying and Engineering focus is municipal. We have worked throughout the County on similar projects, including current projects for the City of Lakeland (W. Pipkin Utility Relocation and Lakeland Hills), Indian Rocks Beach (Outfall replacements and Floodplain Management), Polk City (The Landings), and Polk County (Lift Station Construction). As Engineers, Planners, and Surveyors, we define ourselves as a "Municipal Infrastructure Firm." We are licensed in the State of Florida for Engineering, Surveying, and Planning and are the successors and the continuation of firms that have served clients throughout Florida for more than 45 years. We have been incorporated as CivilSurv Design Group, Inc. for over 15 years with many of our employees working for legacy companies for over 25 years. Our Tradition of Innovative Engineering is provided from our modern, state-of-the-art Polk County office serving clientele, including City and County governments, State agencies, and Utility companies.

With Polk corporate roots that date to 1980, we have a thorough understanding of the County's needs and standard practices and have assembled a team to ensure this contract can be handled in a quality, responsive, and timely manner. As the projects are expected to be throughout Polk County, we believe we are the best firm for this assignment, as our team is located in Winter Haven, Lakeland, Polk City, and Bartow with augmented staff from GISJane for Floodplain Management in St. Petersburg if needed.

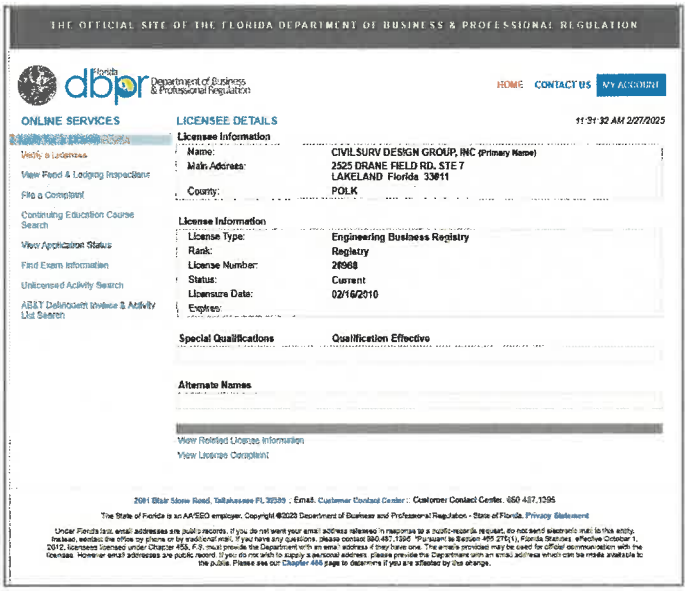
The CivilSurv Team can provide Polk County with the experience, expertise, resources, flexibility, and responsiveness required, surpassing the goals established for successful and efficient completion of the project assigned under this contract. While we understand that the County may not require CivilSurv to provide "in-office" expertise, hopefully they can rest assured we are there and available, if needed.

Our Team is committed to providing the County with outstanding, highly personalized, and responsive customer service with a sincere and effective commitment to the community.

Contact Information

Company Name:	**CivilSurv Design Group, Inc.**
Address:	**2525 Drane Field Road, Suite 7** **Lakeland, FL 33811**
Contact Name:	**Craig R. Fuller, PE | Project Manager**
Phone Number | Fax:	**(863) 646-4771 | (863) 646-3378**
Email address:	**cfuller@civilsurv.com**

Firm Documentaion



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- ABAT Delinquent Invoice & Activity List Search

LICENSEE DETAILS

11:31:32 AM 2/27/2025

Licensee Information

Name:	CIVILSURV DESIGN GROUP, INC (Primary Name)
Main Address:	2525 DRANE FIELD RD. STE 7 LAKELAND Florida 33811
County:	POLK

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	28968
Status:	Current
Licensure Date:	02/16/2010
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

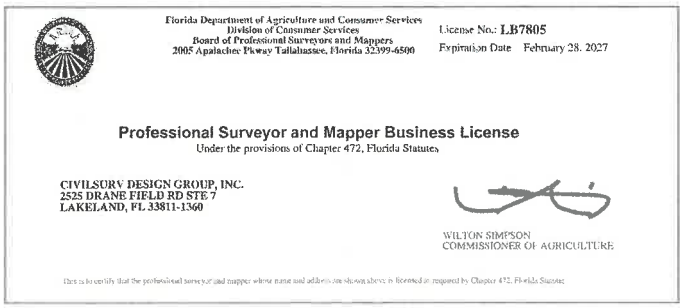
View Related License Information

View License Complaint

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

The State of Florida is an AA/EEO employer. Copyright ©2025 Department of Business and Professional Regulation - State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S., must provide the Department with an email address if they have one. The email is provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.



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

License No.: LB7805
Expiration Date February 28, 2027

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

CIVILSURV DESIGN GROUP, INC.
2525 DRANE FIELD RD STE 7
LAKELAND, FL 33811-1360

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes



State of Florida
Department of State

I certify from the records of this office that CIVILSURV DESIGN GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on February 1, 2010.

The document number of this corporation is P10000009487.

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 28, 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 Twenty-eighth day of January, 2025

GREAT SEAL OF THE STATE OF FLORIDA IN GOD WE TRUST

Secretary of State

Tracking Number: 5924279675CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Tab 2

Approach to the Project

Project Understanding and Techinical Approach

Engineering Services

The County has been receiving a considerable number of land development packages, as have other municipalities due to the extreme growth within Polk County. The projects propose zoning changes, designs, platting of subdivisions, designs in or near floodplains, and commencement of construction. Each of these has critical reviews that are required and CivilSurv proudly offers our resources to enhance staffing of the County.

CivilSurv's has, since prior to their inception as CivilSurv, operated as extension of staff services as **John Howle, PE**, is the former County Engineer for Polk County. Due to his immense experience, he and **Hetty Harmon, AICP** and the utilities staff of **Bill Smith, PE** and **Craig Fuller, PE** frequently reviewed designs submitted to the County to confirm they meet the County's standards. John's experience is and has been site/civil design and roadway network review, confirming adequate right-of-way is dedicated, standard cross sections are utilized, and standard slopes (maximums) are met. Hetty has reviewed both the County, and City of Indian Rocks Beach for Floodplain elevations and confirmations if elevation certifications are needed and minimum finished floor elevations are provided based on the proposed location. The team has provided that service to those communities for many years. Due to their experience and expertise, John was hired as both the County Engineer and Public Works Director for Okeechobee County. John and his staff at CivilSurv were able to continue to operate as an extension of staff.

As CivilSurv grew, so did our resources. While some projects have come to their conclusion, others have become increasingly busy. Notably CivilSurv has provided Lift Station Design reviews for Polk County for approximately 3 years and we have become the City Engineers for numerous small Cities within Polk County. For the Lift Station project, we review the designs to ensure a complete lift station design is provided, as it is frequent that the process is "short cut" during the land development design to not include an electrical/control panel design or an effective layout of the mechanical components in a lift station. This has allowed the County to decrease delays in the construction projects as rework of projects takes considerably longer to correct than the initial installation.

For smaller Cities, we have helped them identify and separate a "real" subdivision project from "infill" of vacant lots. This has prevented potential flooding issues with proposed homes near Crooked Lake (Frostproof), flooding of specific homes within some smaller municipalities, along with confirming adequate right-of-way is dedicated at the time of platting and design based on a proposed cross section (Polk City). As an example, a development was proposed to have swales and a rural cross section. We noted that it would require additional right-of-way, via **Mark Frederick, PE, CFM, ENV SP, PMP** review. He also noted inadequate treatment for stormwater and a potential flooding issue, requiring additional modeling. Some of the "infill" were bought up development projects, splitting lots in an attempt to not provide stormwater treatment system. We are for development as, without it, CivilSurv and Land Development wouldn't be necessary. We just pride ourselves in ensuring they development is constructed and designed smart as to avoid dangerous issues.

Survey Services

Survey review services are typically one of a few differing documents, including: sketch and legal review, digital file review, plat review, and final acceptance of plats. As CivilSurv is a full-service Surveying and Mapping firm, we provide all of those services and their review of the same in house. We review each document received against the Land Development Code, confirm required elements are presents, and provide a markup and notes for the developer's surveyor when they are incomplete.

Please note that digital files can be one of many types of documents, and their creation can be from LiDAR, traditional total station, robotic total station, GPS, or photogrammetry. CivilSurv has all of those tools, but the documents at the end up being similar for review. **Gary Allen, PLS** along with **Ken Glass, PSM**, **Tim Morris, PSM**, **Jack Breed, PLS**, and **Brian Kiernan, PSM** have seen nearly any issue that can

be imagined within the State of Florida. Due to the immense depth, we have specialists in any type of origin from traditional boundary closure, lot and easement sizing, and general plat requirements being met with Gary Allen, to confirmation a LiDAR or Photogrammetry is processed correctly with the proper surface/break coordination (Tim Morris/Ken Glass). Finally, if

there is a dispute and Title Search and determination is needed, Jack Breed is a frequent professional witness and a Professor of Capstone Courses for the University of Florida's Surveying and Mapping, also known as Geomatics, program. We have provided these comprehensive services for the County as recently as 2022, along with providing them for Manatee County as recently as 2023.

Floodplain Management Services

CivilSurv will provide comprehensive Floodplain Administrative services, including confirmation of base flood elevations, minimum finished floor elevations, and review of proposed improvements. The team, led by Mark Frederick and Hetty Harmon, will confirm if improvements that will not bring a site up to the latest codes would cause a Substantial Improvement (>50% of depreciated value) or if Substantial Damage (>50% repair costs based on damage, as compared to depreciated value). Please note we frequently perform these services, utilizing various methods for determination including construction costs models such as RS Means, Procore, along with Contractors Estimates. We've also worked with the "initial response teams" who model the events using FEMA's flood tools, estimating percentage damage. Knowing these values, we can confirm if the propose improvements will actually make the owner "whole" or if this is an illegal, phased, approach that could result in the City having a decrease in the NFIRP or CRS rating. We are currently providing similar services for coastal communities, such as Indian Rocks Beach and working with Pinellas County, which are 100% within the Floodplain. We are also well versed in Floodplain Compensation and have calculated the impacts based on known flood event and proposed improvements. We are presently solving an issue for the City of Lakeland where a proposed roadway will proceed through a Floodplain, requiring adjacent compensation and wetland mitigation.

Inspection Services

CivilSurv has a large inspection team for confirming the projects they design are constructed to design details and standards. Presently, we have two available inspectors with **Joe Tatman** and **Gus Ortega, EI**. Joe has over 40 years of experience as a Senior Inspector, leading the inspection and verification of large County projects such as West Pipkin. He has numerous CTQP certifications that are regularly renewed. He is presently inspecting and verifying testing for dozens of large development projects throughout Polk County on an as-needed basis. Gus is a Civil Engineer with a focus in Construction and has inspected many projects for CivilSurv including four outfalls in Indian Rocks Beach, the construction of a 380lot development within Polk City known as The Landings, and the water and sewer improvements within Lakeland Hills for the City of Lakeland and FDOT. It is critical in any of these projects the specific points are witnessed. For roadway, it's critical events such as the subgrade and based densities, along with paving of various lifts. For stormwater, its video review of storm sewer and the densities of roadway crossings of storm sewer. For water and sewer mains, its the pressure and bacteriological tests for water and sewer mains, and the vacuum testing and video of sanitary mains. This allows confirmation that the construction was completed as planned and designed, and that the County will receive a product that is acceptable and meets their standards.

POLK COUNTY

Quality Assurance / Quality Control

CivilSurv uses a straightforward Project Management and QA/QC process to deliver accurate, compliant work on time and without errors. We have developed an ISO 14001 based Quality Management Plan that we refine and review semiannually for it to remain up to date. We define roles clearly, review work before every phase submittal, and hold ourselves to established standards and codes.

Our quality program rests on five pillars: plan the work and staff it appropriately; supervise daily; run formal QC reviews; keeping senior leadership actively involved; and continuous improvement/ lessons learned. It applies to every deliverable: contract documents, specs, constructability reviews, field work, drawings, reports, permit packages, and close-out.

Before each QC review, the reviewer gets a complete packet: the work product, scope, client directives, criteria, applicable codes, calculations, alternatives and rationale, and prior comments. Day to day, we check drawings line by line, use consistent formatting, and prepare calculations that clearly state the problem, approach, and results. A second professional verifies all assumptions and initials each sheet. The impact of our process is clear: faster revisions, fewer mistakes, and predictable, professional delivery across projects of any size.

Our QA/QC program implementation on the Staff Augmentation Services project will be simple, yet well-organized and effective. Independent reviews by **Mark Frederick, PE, CFM, Craig Fuller, PE**, or **Gary Allen, PLS** depending whom is the Staff reviewer, will occur at all important submittal and project reviews of the project. Before each delivery, we will complete coordination checks so utility designs, roadway designs, intended setbacks, and cross slopes are met. Furthermore, ADA compliance will be verified; drainage and conveyance checks will confirm that the project design meets the ULDC intents and standards. We have a rather deep team to allow full backup and confirmation of reviews. If it is desired to have the County perform, we can provide our comments to County staff to confirm surveys and designs meet intents, standards, and are constructible. We have in-house resources for all major disciplines including: inspection, surveyors, engineers, and floodplain managers.

Through these elements, CivilSurv Design Group guarantees prompt, quality, and professional service in the execution of this project.

1 Strategic Project Planning

2 Daily Oversight

3 Formal Independent Verification

4 Senior Management Review

Quality Assurance Approach - Four key principles:

- **Strategic Project Planning:** You'll benefit from thorough planning, coordination, and supervision with qualified personnel executing work correctly from project initiation.
- **Daily Oversight:** Quality is controlled through continuous monitoring through designated supervisors who track all team activities throughout project development.
- **Formal Independent Verification:** You receive formal quality reviews by managers conducting comprehensive auditing of work products and procedures.
- **Senior Management Review**: Deliverables undergo independent evaluation by qualified senior staff examining all processes, procedures, and technical direction.

Tab 3

Experience, Expertise, Personnel & Technical Resources

City of Frostproof
General Engineering Services

Client Name: City of Frostproof

Contact Person: Josh Turner, Public Works Director

Phone: 863-635-7855

Email: jturner@cityoffrostproof.com

Address: 111 West First Street, Frostproof, FL 33843

Project Location: Frostproof, Florida

Start / End Dates: 2018 / Ongoing

Consultant Cost: $351,567

Change Orders: None

Change Orders: None

Project Description:

CivilSurv provides comprehensive general engineering services to the City of Frostproof under a continuing contract, focusing on water and wastewater system optimization, facility design, and regulatory compliance. Our integrated approach has resulted in significant operational improvements including reduced water usage, improved water quality, and enhanced system reliability.



Engineering and Survey Review Services
2020- Present

CivilSurv operates as an extension of staff, reviewing all designs and plats for proposed developments to City/County standards. We regularly provide guidance and have reviewed dozens of proposed developments for the City.

Water & Wastewater System Optimization Program
2018-2019

Completed comprehensive system mapping to identify deficiencies, followed by complete water system modeling using actual billing and operations data. Analysis determined optimal pressure settings allowing three water treatment facilities to operate together efficiently. Results included dramatically reduced water usage through elimination of excessive flushing and significantly improved water quality throughout the distribution system.

Water Treatment Facility Assessment & Design
2018-2023

Conducted water quality assessment identifying elevated dissolved carbon and hydrogen sulfide issues at multiple facilities. Developed preliminary design for new 250,000-gallon WTF #6 including chlorination, pumping, and chemical stabilization systems. Currently designing WTF #4 expansion to serve as regional facility with phased construction approach based on available funding.

Infrastructure & Regulatory Services
2020-2021

Designed, permitted, and provided construction oversight for Citrus Drive water main loop to improve fire flow and service reliability. Completed Water Use Permit renewal through Southwest Florida Water Management District (SWFWMD), justifying usage for proposed developments and establishing flexible well operations. Performed comprehensive rate study using Raftelis/PRMG methodology to support system growth and improvements.

Polk City - General Engineering Development Review Services

Client Name: Polk City

Contact Person: Patricia Jackson

Phone: 863-984-1375

Email: patricia.jackson@mypolkcity.org

Address: 123 Broadway Blvd. SE, Polk City, FL 33868

Project Location: Polk City, Florida

Start / End Dates: 2022 / Ongoing

Consultant Cost: Overall Contract - $490,000

Change Orders: None

Const. Cost: None

Project Description:

This ongoing contract with the City of Polk City includes comprehensive general engineering and surveying services with responsibilities for contract and client management. Projects performed under this contract include a potable water system model update with recommendations for future improvements, design for improvements to a potable water system intra-system interconnect, Water and Wastewater Master Plan development, improvements to the City's Cardinal Hill Wastewater Treatment Facility, improvements to the City's Voyles Loop Lift Station, FDEP NPDES Permit Support Services, Utility Coordination Support Services, and Development Review Services.

A significant component involves providing third-party engineering development review services to assist the City in evaluating development applications for compliance with applicable codes, ordinances, and engineering standards.

Development Review Key Services:

- **Plan Reviews:** Site development, grading/drainage, utilities, and transportation impact analysis
- **Code Compliance:** Florida Building Code, local regulations, environmental requirements, and FDOT standards
- **Application Processing:** Completeness reviews, technical comments, resubmittals, and approval recommendations
- **Coordination:** Staff meetings, applicant interaction, and inter-departmental communication
- **Project Management:** Established timeframes (5-15 day reviews), electronic file management, and monthly reporting



Polk County
Survey Support & Review Services

Client Name: Polk County Land Development Division

Contact Person: Steve McQuaig

Phone: 863-534-6769

Email: stevemcquaig@polk-county.net

Address: 330 W. Church Street, Bartow, FL 338300

Project Location: Polk County, Florida

Start / End Dates: 2020 / 2022

Time Extension: Originally to December 2020, extended to March 2022

Consultant Cost: $49,725

Change Orders: New Work Orders totaling approximately $130,000 requested by County

Const. Cost: $179,300

Project Description:

CivilSurv performed surveying reviews of 50 separate projects with numerous submissions to the County by private developers (applicants). Applications included Preliminary Plats and Final Plats for review. Reviews were performed in accordance with the County's Land Development Code, standards, and regulations for applicable surveying codes and surveying requirements the County identifies to CivilSurv. CivilSurv is providing these services to the County as there is a short-term need to augment County staff with senior staff familiar with the laws and rules of plat reviews



Key Projects Reviewed included among many others:

- Victor Posner
- Solivita
- Hallam Preserve
- Astonia

City of Indian Rocks Beach
Engineering, Floodplain, Inspection & Surveying

Client Name: City of Indian Rocks Beach
Contact Person: Dean Scharmen
Phone: 727-595-6889
Email: dscharmen@irbcity.com
Address: 1507 Bay Palm Blvd, Indian Rocsk Beach, FL, 33785

Project Location: Indian Rocks Beach, FL
Start / End Dates: 1998/Ongoing
Consultant Cost: Over $2 million total
Change Orders: None
Const. Cost: Within contingencies

Project Description:

CivilSurv has served as the professional consultant for the City of Indian Rocks Beach since 1998. In this capacity, CivilSurv has been assigned a wide variety of municipal projects, including providing their in-house planning and site plan review services. We routinely confirm site designs and planning projects meet the City's requirements and work as an extension of staff to keep the City compliant with FDEP/SWFWMD/Pinellas County Requirements. We have been their Floodplain Administrators, including acting in the recovery phase for Hurricane Helene which damaged more than 1,300 structures within the City. CivilSurv also provides construction inspection services on behalf of the City to confirm construction and SWFWMD regulations are maintained and design intent is followed during construction.







Major projects include:

- 27th Avenue Stormwater Improvements and Habitat Restoration
- 1st Street Roadway Improvements
- Lift Station #2 and Force Main Upgrade
- Gulf Boulevard Pedestrian Islands
- Gulf Boulevard Gravity Sewer Improvements
- City-wide Storm Sewer Replacement Program
- Update Water Supply Work Plan
- Prepare EAR-based Comprehensive Plan Amendments
- Update Land Development Regulations
- Planning, Surveying, and Engineering development reviews
- Shoreline Stabilization
- FDEP MS4/NPDES Permitting Assistance
- Floodplain Administration and Permitting- including Hurricane Helene Recvoery

Organizational Chart

POLK COUNTY

Project Manager

Craig R. Fuller, PE

Deputy Project Manager

Mark J. Frederick, PE, CFM, ENV SP, PMP

Surveyor Sevices

Gary Allen, PLS
Timothy A. Morris, PSM
Kenneth T. Glass, PSM
J.N. "Jack" Breed, PLS
Brian C. Kiernan, PSM
Senior Surveyors

Inspector Services

Joe Tatman
Gus Ortega, EI
Inspectors

Floodplain Management Serives

Mark J. Frederick, PE, CFM, ENV SP, PMP
Hetty C. Harmon, AICP
Craig R. Fuller, PE
Jane Thompson, CFM, GISP (GJ)
Adrian Santiago Tate (HI)
Ameé Bailey, CFM (GPS)
Floodplain Managers and Modeling/ Anaylsis

Engineering Services

Mark J. Frederick, PE, CFM, ENV SP, PMP
Craig R. Fuller, PE
Derick S. Bryant, PE
John E. Howle, PE
William R. Smith PE
Senior Engineers

For Reference

- GISJane (GJ)
- HighTide Intelligence (HI)
- GeoPlanning Solutions (GPS)

CIVILSURV

Craig R. Fuller, PE

Project Manager | Engineering | Floodplain Management

23 Total Years Experience | 7 Years with CivilSurv

Mr. Fuller manages and designs utilities projects including but not limited to water supply, wastewater collection and treatment, reclaimed water reuse, and hydraulic modeling. Mr. Fuller has over 20 years of engineering and project management experience encompassing hydraulics.

Project Experience

Project Manager | Standards Development | Polk County Utilities Division | Polk County, Florida | 2014 to Present | $100,000: Responsible for reviewing products and developing Lift Station design standards, updating the standards based on comparison to their existing systems, and generating new details and standard products for inclusion in Polk County's standard materials. Recent details include new blow off assemblies to decrease prices, typical cross sections for new roadways, and cross sections and details for open cut repairs to roadways meeting Roads and Drainage standards.

Project Manager | Lift Station Control Panel Replacement and Standardization | Polk County Utilities Division | Polk County, Florida | 2015 to 2016 | $175,000: Responsible for leading the design team that assessed existing lift station, design control panels to replace the existing panels, and rewire existing power panels. The project included approximately 160 lift stations throughout Polk County within various site and panel categories.

Project Manager | Update Lift Station Standards | Polk County Utilities Division | Polk County, Florida | 2014 to 2015 | $40,000: Responsible for updating the design standards for Polk County's standard lift station details. The effort included evaluating other municipalities' standards, estimating the approximate construction costs of differing standards, and estimating the cost savings. The results were saving construction dollars with improved standards.

QA/QC | Polk City Development Review | City of Polk City | Polk City, Florida | 2022-2025 | $250,000: Review of proposed developments as they potentially fit into and affect the City water and wastewater system, and to confirm items are constructed to City standards. A large project included the construction oversight, with submittal review and confirmation, leading the design and construction completion of a 12-foot diameter lift station, 380 home community, and backup generator through startup. Review of 13 separate development projects, some of which went to construction.

Engineering Reviewer | Frostproof Development Review | City of Frostproof | Frostproof, Florida | 2019-2025 | $50,000: Review of proposed developments as they potentially fit into and affect the City water and wastewater system, and to confirm items are constructed to City standards. Review of approximately 30 differing projects throughout City.

Project Manager | Various Land Development Project Inspection | Polk County Land Development Division | Polk County, Florida | 2022 to Present | $600,000: This project involved full-time construction engineering and inspection services for various land development projects throughout Polk County. Through this Contract, CivilSurv functioned as an extension of Polk County Land Development inspection staff.

Project Manager | NPDES Permitting and Coordination, Construction Inspection, Engineering Review, and Floodplain Management | City of Indian Rocks Beach | Indian Rocks Beach, Florida | 2019 to Present | $70,000 annually, $500,000 FY2025: Responsible for leading the generation of BMPs and reporting progress for City of Indian Rocks Beach. Includes tracking of various elements throughout reporting period and Annual Reporting. Review of all proposed developments for planning/zoning and review of proposed facilities for Floodplain compliance, NFIP, and CRS ratings. Responsible for determining SD/SI and permitting.



Expertise

- Design and Construction of Water and Wastewater Improvements, Process Optimization, Hydraulic Modeling
- Organizational Leadership

Education

- BS / Chemical Engineering / Florida Institute of Technology

Licenses /Certifications

- Professional Engineer in FL #65605

Specialized Training

- Hydraulic Modeler – Haestad Methods/ Bentley WaterGEMS
- Biological Modeler - BioWin

Affiliations

- Florida Water Environment Association, Wastewater Treatment Process Committee (2011 – Present)
- City of Winter Haven Planning Commission (2011 – Present)

CIVILSURV

Mark J. Frederick, PE, ENV SP, CFM, PMP

Deputy PM | Engineering | Floodplain Management

20 Total Years Experience | 5 Years with CivilSurv

Mr. Frederick's experience includes over 20 years of diverse engineering experience in stormwater management system design and watershed model development. He is able to incorporate GIS software to streamline development of model parameters for the ICPR computer software input. Mr. Frederick also has experience with hydrologic and pollutant load modeling, design of retrofits for older stormwater management and collection systems, stormwater pump stations, maintenance and field collection of GIS data, and preparation of water management district environmental resource permit applications. He has successfully permitted projects involving wetlands, surface water impacts, and discharges to TMDL-listed waterbodies.

Project Experience

Project Manager | Miscellaneous Site Development Plan Reviews | City of Frostproof | Frostproof, Florida | 2020 to Present | $50,000: Mr. Frederick functioned as the City Engineer in the review of site development application packages submitted to the City by various private developers. Applications reviewed included preliminary plats, construction plans, and final plats for residential subdivisions as well as preliminary site plans, construction plans, and final site plans for commercial developments. The applications were reviewed based on City ordinances, City construction standards and specifications, and industry standards. Services included review of engineering aspects of various projects, including stormwater management systems and water utilities.

Project Manager | Miscellaneous Site Development Plan Reviews | Polk City | Polk City, Florida | 2020 to Present | $250,000: Mr. Frederick functioned as the City Engineer in the review of site development application packages submitted to the City by various private developers. The applications were reviewed based on City ordinances, City construction standards and specifications, and industry standards. Services included review of engineering aspects of various projects, including stormwater management systems and water utilities.

Project Manager | Miscellaneous Site Development Plan Reviews | City of Eagle Lake | Eagle Lake, Florida | 2023 to Present | $20,000: Mr. Frederick functioned as the City Engineer in the review of site development application packages submitted to the City by various private developers. The applications were reviewed based on City ordinances, City construction standards and specifications, and industry standards. Services included review of engineering aspects of various projects, including stormwater management systems and water utilities.

Project Manager | Miscellaneous Site Development Plan Reviews | City of Groveland, Florida | 2015 to 2020: Mr. Frederick functioned as the City Engineer in the review of site development application packages submitted to the City by various private developers. Applications reviewed included preliminary plats, construction plans, and final plats for residential subdivisions as well as preliminary site plans, construction plans, and final site plans for commercial and industrial developments. The applications were reviewed based on City ordinances, City construction standards and specifications, and industry standards. Services included review of engineering aspects of various projects, including stormwater management systems and pump stations.

QA/QC Reviewer | Foxwood Drive Traffic Evaluation | MHM Communities, LLC | Lakeland, Florida | 2022 | $33,820: This project involved a study focusing on determination of an equitable maintenance cost assessment for properties utilizing Foxwood Drive, a private road, for access. The study consisted of performing 31-day traffic counts for driveways accessing the road and estimating annual maintenance costs for the road. Estimated costs included resurfacing the road on a 15-year cycle and / or rehabilitation methods and associated costs for other methods to lengthen the life of the road between resurfacing.

QA/QC Reviewer | Kokomo Road Speed Study | Town of Lake Hamilton | Lake Hamilton, Florida | 2022 | $4,620: This project involved a study to determine the recommended speed limit for Kokomo Road. Data collected for the study included traffic speed and volume information for the 0.93-mile section of Kokomo Road within the Town of Lake Hamilton between US 27 to SR 17 (Scenic Highway).



Expertise

- Stormwater management system design
- Utility system design
- Transportation infrastructure design
- Site development
- Project Management

Education

- BS / Civil Engineering / Purdue University
- MS / Civil Engineering / University of Florida

Licenses / Certifications

- Professional Engineer in FL #70671
- Certified Floodplain Manager # US-07-03155
- Envision Sustainability Professional
- Certified Project Management Professional

Training

- FDEP Qualified Stormwater Management Inspector #15170

CIVILSURV

Gary Allen, PLS

Surveying Reviewer

44 Total Years Experience | 23 Years with CivilSurv

Mr. Allen has practiced land surveying for over 44 years and has participated in every aspect of the profession. He has both field and office survey experience and has acted in the role of Project Surveyor for the past 34 years. His Project Surveyor experience includes an extensive list of clients and duties. Mr. Allen has completed platting projects for CivilSurv's land development partners, FDOT Design, Right of Way Control Surveys and Mapping Projects, FDEP Florida Forever acquisitions, Water Management District projects and numerous County and Municipal clients. Notably, he has filled the role of County Surveyor for multiple counties due to staffing deficiencies.

Project Experience

Consultant County Surveyor | Misc. Development Review | Manatee County Board of County Commissioners | Manatee County, Florida | 2021 to 2023| $72,000: Mr. Allen performed the duties of County Surveyor reviewing subdivision plats while the County Surveyor position was vacant. He reviewed numerous plats of various size for compliance with FS 177 and County Code.

Consultant City Surveyor | City of Indian Rocks Beach Continuing Services Contract | City of Indian Rocks Beach | Indian Rocks Beach, FL | 2010 to Present | Contract value varies per task: Mr. Allen has performed the duties of City Surveyor on an as needed basis. He has reviewed various plats and other permit related documents for this beachfront city in Pinellas County.

Consultant County Surveyor | Polk County | 2021 to 2022 | $150,000: Mr. Allen performed the duties of County Surveyor for an extended period. He reviewed various plats and other permit related documents for this entire community. He reviewed numerous plats of various size for compliance with FS 177 and County Code.

Project Surveyor | City of Lake Wales Continuing Services Contract | City of Lake Wales | Lake Wales, Florida | 2010 to Present: Mr. Allen has performed as project surveyor for a variety of tasks for the City located in Polk County Florida. These have included boundary surveys, elevation certificates, design surveys and right of way staking. Client PM: James Slaton | Phone: (863) 678-4182 x230 | Contract Value: Varies by Task

Project Surveyor | City of Frostproof Continuing Services Contract | City of Frostproof | Frostproof, Florida | 2020 to Present: Mr. Allen performed the duties of City Surveyor reviewing subdivision plats. He reviewed numerous plats of various size for compliance with FS 177 and County Code.

Project Manager | District Wide Survey and Right of Way Mapping | FDOT District One | 1993 to Present | $1.5 million: Mr. Allen has been the survey project manager for various tasks on these contracts that are primarily transportation related. He has been involved in the historic alignment retracements, design and right of way control surveys.

Project Manager | District Continuing Surveying and Mapping Services Contract | FDOT District Seven | 2016 to Present | $5,000,000: Mr. Allen has been the survey project manager for various tasks on these contracts that are primarily transportation related. He has been involved in the historic alignment retracements, design and right of way control surveys.

Project Surveyor | North River Road Right of Way Mapping | Sarasota County Board of County Commissioners | Sarasota County, Florida | 2020 | $282,252: Mr. Allen performed Project Surveyor duties for this Right of Way Mapping project for Sarasota County. The total length of the project was 5.5 miles starting at US 41 and ending at Venice Avenue and had 26 parcels. Since North River Road was being transferred to FDOT as a design-build construction project, the maps had to be produced in 3 months. The CivilSurv team met the challenge.



Expertise

- Platting and Plat Review
- ALTA/NSPS Land Title Surveys
- Boundary, Topographic, As-built (Record) and Jurisdictional Surveys
- Preparation of Legal Descriptions
- Project Management

Licenses /Certifications

- Professional Surveyor & Mapper FL# LS4756 Issued: 3/13/1990

Affiliations

- Florida Surveying and Mapping Society Ridge chapter

CIVILSURV

Timothy A. Morris, PSM

Surveying Reviewer - High Tech Surveying

26 Total Years Experience | 8 Years with CivilSurv

Mr. Morris has over 25 years of experience surveying, 22 years in responsible charge of accuracy and completeness of boundary surveys, A.L.T.A/A.C.S.M. surveys, topographic surveys, jurisdictional wetland delineation surveys, construction staking / layouts, as-built surveys, record platting, bridge deformation monitoring, Florida Department of Transportation right of way control surveys, right of way maps, and design surveys. He currently is charged with the operation of our Subsurface Utility Services, and Unmanned Aerial Systems mapping including the project planning and production of deliverables.

Project Experience

Project Manager | Frostproof AC Watermain Replacement | Kimley-Horn | Avon Park, Florida | 2023 | $31,508: This project involved the design of a water main upgrade along a 1-mile route in Avon Park. Responsibilities included topographic survey project using an unmanned aerial system (drone) with photogrammetry. Project entailed establishing primary vertical control as well as confirming the accuracy of photogrammetry. A point cloud, 3-D break lines, and features were extracted from the dataset using TopoDOT in MicroStation Open Roads Designer & converted to AutoCAD Civil 3D.

Project Manager | Landover Sidewalk Improvements | Hernando County Board of County Commissioners | Spring Hill, Florida | 2021 | $39,000: This project generally involved the design survey for 5-foot-wide concrete sidewalks for approximately 1-mile in a community. Responsibilities included 6000' design/ topographic survey project using an unmanned aerial system (drone) with photogrammetry. Project entailed establishing vertical control as well as establishing an alignment, right of way determination, & confirming accuracy of photogrammetry. A point cloud, 3-D break lines, and features were extracted from the dataset using TopoDOT in MicroStation Open Roads Designer & converted to AutoCAD Civil 3D for a final deliverable. Created project network control sheets for inclusion in the contract plans.

Project Manager | Harlem Community Sidewalk Improvements | Hendry County Board of County Commissioners | Harlem, Florida | 2021 | $32,400: This project generally involved the design survey for 5-foot-wide concrete sidewalks for approximately 1-mile in a community. Responsibilities included 0.5-mile design/ topographic survey project using an unmanned aerial system (drone) with photogrammetry. Project entailed establishing vertical control as well as alignment recovery & right of way determination, confirming accuracy of photogrammetry. A point cloud, 3-D break lines, and features were extracted from the dataset using TopoDOT in MicroStation Open Roads Designer & converted to AutoCAD Civil 3D. The root mean square (rms) errors of x, y, and z were within 0.03', 0.03', and 0.02', respectively.

Project Surveyor | SR 54 | FDOT District Seven/ Connect Engineering | Pasco County, Florida | 2024 | $ $166,611: This project generally involved safety improvements, resurfacing, cross slope analysis, drainage improvements along State Road 54 f. Responsibilities included 2-mile design/ topographic survey project using terrestrial LiDAR on State Road 54 between rom Marathon Road and Gunn Highway. Project entailed establishing vertical control, densification of horizontal control, alignment recovery, & right of way determination. Deliverables included horizontal control sheets, vertical control sheets, primary network control sheets, and full Digital Terrain Model.

Project Manager | SR 600 | FDOT District One/ HNTB | Polk County, Florida | 2024 | $ 327,623: This project generally involved safety improvements, resurfacing, cross slope analysis, drainage improvements along State Road 600 US 17-92. Responsibilities included 6-mile design/ topographic survey project using terrestrial LiDAR on State Road 600 between N. Ramona Drive & 3Rd Street. Project entailed establishing vertical control, densification of horizontal control, alignment recovery, & right of way determination.



Expertise

- LiDAR
- Subsurface Utility Engineering
- Mapping with Unmanned Aerial Systems
- Project Management

Education

- BS / Geomatics / University of Florida / With Honors
- AA / Engineering / Hillsborough Community College, / With Honors

Licenses /Certifications

- Professional Surveyor & Mapper FL# LS7261 Issued: 9/25/2019
- Unmanned Aerial Systems Certificate University of Florida
- FAA Remote Pilot #4223793

Affiliations

- Florida Surveying and Mapping Society
- Ridge Chapter of the Florida Surveying & Mapping Society - Vice President 2023

CIVILSURV

Kenneth T. Glass, PSM

Surveying Reviewer

42 Total Years Experience | 28 Years with CivilSurv

Mr. Glass is a multi-faceted surveying and mapping professional with over 40 years of experience. As the Vice President of Surveying and Mapping Division he has been responsible for managing a team of eight field crews and seven office staff. His expertise includes providing all aspects of survey services required for a wide range of transportation projects. He has been responsible for the production of Florida Department of Transportation Design and Right-of-Way Mapping Surveys for minor design projects such as sidewalk and trails to major interstate design projects. Mr. Glass has experience producing survey products required for multiple types of municipal projects for utility infrastructure expansion, roadway, drainage and building design. In addition to design survey projects, he and his team have completed both Southwest and South Florida Water Management District projects. His team provides subsurface utility exploration services and uses the latest equipment and techniques including terrestrial LiDAR, UAS Mapping to efficiently complete survey and mapping projects.

Project Experience

Project Manager | Misc. Development Review | Manatee County Board of County Commissioners | Manatee County, Florida | 2021 to 2023| $72,000: He performed the duties of County Surveyor reviewing subdivision plats while the County Surveyor position was vacant. He reviewed numerous plats of various size for compliance with FS 177 and County Code.

Project Manager | City of Indian Rocks Beach Continuing Services Contract | City of Indian Rocks Beach | Indian Rocks Beach, FL | 2010 to Present | Contract value varies per task: He has performed the duties of City Surveyor on an as needed basis. He has reviewed various plats and other permit related documents for this beachfront city in Pinellas County.

Project Manager | Polk County | 2021 to 2022 | $150,000: He performed the duties of County Surveyor for an extended period. He reviewed various plats and other permit related documents for this entire community. He reviewed numerous plats of various size for compliance with FS 177 and County Code.

Project Manager | City of Lake Wales Continuing Services Contract | City of Lake Wales | Lake Wales, Florida | 2010 to Present: He has performed as project surveyor for a variety of tasks for the City located in Polk County Florida. These have included boundary surveys, elevation certificates, design surveys and right of way staking. Client PM: James Slaton | Phone: (863) 678-4182 x230 | Contract Value: Varies by Task

Project Manager | City of Frostproof Continuing Services Contract | City of Frostproof | Frostproof, Florida | 2020 to Present: He performed the duties of City Surveyor reviewing subdivision plats. He reviewed numerous plats of various size for compliance with FS 177 and County Code.

Contract Manager | District Wide Survey and Right of Way Mapping | FDOT District One | 1993 to Present | $1.5 million: He has been the survey project manager for various tasks on these contracts that are primarily transportation related. He has been involved in the historic alignment retracements, design and right of way control surveys.

Contract Manager | District Continuing Surveying and Mapping Services Contract | FDOT District Seven | 2016 to Present | $5,000,000: He has been the survey project manager for various tasks on these contracts that are primarily transportation related. He has been involved in the historic alignment retracements, design and right of way control surveys.

Project Surveyor | North River Road Right of Way Mapping | Sarasota County Board of County Commissioners | Sarasota County, Florida | 2020 | $282,252: Mr. Allen performed Project Surveyor duties for this Right of Way Mapping project for Sarasota County. The total length of the project was 5.5 miles starting at US 41 and ending at Venice Avenue and had 26 parcels. Since North River Road was being transferred to FDOT as a design-build construction project, the maps had to be produced in 3 months. The CivilSurv team met the challenge.



Expertise

- Surveying & Mapping
- Project Management

Education

- BS / Surveying & Mapping / University of Florida / With Honors

Licenses /Certifications

- Professional Surveyor & Mapper FL# LS5713

Affiliations

- FL Surveying & Mapping Society (President, 2012-2013, President Elect 2011-2012, Treasurer 2008-2010)
- Ridge Chapter of the Florida Surveying & Mapping Society (President, 2001-2002, Vice President 2000-2001)
- Former member of the FDOT Survey Technical Advisory Committee

CIVILSURV

J.N. "Jack" Breed, PLS

Senior Surveying Review

42 Total Years Experience | 40 Years with CivilSurv

Mr. Breed's experience has included leading all phases of infrastructure planning and development in Surveying and Mapping, Engineering, Environmental Sciences, Planning, Design, Agency Permitting, and Construction Management. His career has focused on Public Infrastructure projects. As a Professional Surveyor and Mapper, he has been responsible for route/right-of-way, sectional retracement, boundary, construction, topographic, hydrographic and geodetic control surveys for roadways, electric transmission lines, transportation projects, land acquisition / conservation projects, watershed modeling, and commercial and residential developments. Mr. Breed's credentials as an Educator combined with his expertise in resolution of complex boundary and title problems has established him as an Expert Witness throughout the State of Florida, particularly in eminent domain proceedings and professional practices issues. The following is a sample of his relevant experience.

Project Experience

Principal in Charge | West Contract District-Wide Survey and Right-of-Way Mapping | FDOT Turnpike Enterprise | 2018 to Present | $1.5 Million: Mr. Breed is the Principal, providing staffing and management resources for this contract. He reviewed scopes, project budgets, and performed QA/QC of both design and right-of-way surveys.

Principal in Charge | Okeechobee County Master Contract | Okeechobee County Board of County Commissioners | Okeechobee County, Florida | 2017 to Present | Over $2 million: Principal in charge of general services contract. In that role, Mr. Breed has led the team, deploying resources to complete the various tasks assigned. The contract has included more than 10 work orders including parks planning, roads and drainage evaluation and CEI, sidewalk design, Public Works Director, and County Engineer.

Principal in Charge | City of Haines City Master Contract | City of Haines City | Haines City, Florida | 1998 to Present | Over $2 million: Principal in charge of general services contract. In that role, Mr. Breed has led the team, deploying resources to complete the various tasks assigned. The contract has included dozens of work orders including Master Planning, Hydraulic Modeling, sanitary sewer evaluation and rehabilitation, roads and drainage evaluation and rehabilitation, lift station design, site surveys, linear utilities design and surveys.

Principal in Charge and QA/QC | Florida Department of Transportation (FDOT) District-Wide Surveying and Mapping | FDOT District 1 | 1993 to Present | Over $15 million: Principal in charge of surveying contract for approximately three decades. Detailed peer reviews and QA oversight of various design survey and mapping work orders. Although the contracts have been for various amounts, the present contract is for $1.5 million with over 100 work orders successfully completed.

Principal in Charge | Polk County Utilities Master Contract | Polk County Utilities Division | Polk County, Florida | 1992 to Present | over $5 million: Principal in charge of Utilities Design contract for approximately three decades. In that role, Mr. Breed has led the team, deploying resources to complete the various tasks assigned. The contract has included dozens of work orders including Master Planning, Hydraulic Modeling, sanitary sewer evaluation and rehabilitation, lift station design, site surveys, linear utilities design and surveys, standards updates, biological treatment analysis of wastewater treatment facilities, and design and commissioning of multiple water treatment facilities.

Principal in Charge | City of Sebring Master Contract | City of Sebring | Sebring, Florida | 1984 to Present | Over $5 million: Principal in charge of general services contract for nearly four decades. In that role, Mr. Breed has led the team, deploying resources to complete the various tasks assigned. The contract has included dozens of work orders including Master Planning, Hydraulic Modeling, sanitary sewer evaluation and rehabilitation, roads and drainage evaluation and rehabilitation, lift station design, site surveys, linear utilities design and surveys, and wastewater treatment facilities design.



Expertise

- Surveying & Mapping
- Master Planning
- Community Outreach
- Business Operations

Education

- BS / Surveying and Mapping / University of Florida College of Engineering
- Currently Geomatics Adjunct Professor, University of Florida

License

- Professional Surveyor & Mapper FL# LS4089

Affiliations

- Florida Surveying and Mapping Society: Past President and Life Member
- National Society of Professional Surveyors, Member
- Lakeland Area Chamber of Commerce
- Florida Engineering Society/FICE Professional Practices Committee 2007-2010

CIVILSURV

Brian C. Kiernan, PSM

Survey Reviewer

44 Total Years Experience | 10 Years with CivilSurv

Mr. Kiernan is a proven Surveyor and Mapper with over 44 years of experience. He has coordinated with both private and public sectors in preparing boundary surveys, topographic surveys, plat preparation for recordation, ALTA/ACSM surveys, rights of way mapping, route surveys, jurisdictional boundary surveys, as-built surveys, legal descriptions and easement preparation.

Mr. Kiernan possesses thorough knowledge of principles, practices and procedures of Land Surveying relating to the minimum technical standards, Florida Administrative Code. His superb skills make him proficient at prioritizing and planning work activities; using time efficiently; setting goals and objectives; organizing and scheduling team members and their tasks.

Project Experience

Project Surveyor | Atlantic Ridge, | South Florida Water Management District | Hobe Sound, Martin County, Florida | 2023 | $45,000: Post processed field data and prepared a Specific Purpose Boundary Survey. Provided information to field personnel for staking approximately 2 miles of boundary lines for fire protection service purposes.

Project Surveyor | Port Salerno-New Monrovia Topographic Survey, Neighborhood Water and Sanitary Sewer, Drainage / Road Improvements Program | Martin County Board of County Commissioners | Martin County, Florida | 2019 | $161,900: Prepared a topographic survey of approximately 13.5 miles of residential roadway right-of-way, including the finished floor elevations of the adjacent homes.

Project Surveyor | White City | Ft. Pierce Utility Authority | St. Lucie County, Florida | 2023: | $47,700: Prepared a Topographic Route Survey along numerous roadways within White City for the design and installation of water and waste water expansion.

Project Surveyor | Surfside, North Hutchinson Island Drainage Study | Kimley-Horn | St. Lucie County, Florida | 2022 | $23,750: Post processed field data and prepared a Topographic Route Survey along roadways within Surfside Subdivision for the design and installation of new drainage system.

Project Surveyor | 34th Avenue Drainage Study | Kimley-Horn | Vero Beach, Indian River County, Florida | 2022 | $9,975: Prepared a Topographic Route Survey along existing drainage canal at rear of residential lots along 34th Avenue for the design and installation of new drainage system.

Project Surveyor | Palmetto Flats | Environmental Land Development, Inc. | St. Lucie County, Florida | 2021| $28,342.50: Prepared a multi-lot subdivision within the state and local guidelines suitable for approval and recordation by St. Lucie County Board of County Commissioners.

Project Surveyor | Miscellaneous Projects | Jacquin & Sons, Building Contractors | St. Lucie County, Florida | 2021 | $31,412.50: Prepared initial Boundary and Topographic survey for engineering design of commercial sites. Provided Construction staking, As-Built Surveys and prepared Easement documents for the appropriate agencies.

Project Surveyor | Salerno Road Sidewalk Improvements | Martin County Board of County Commissioners | Martin County, Florida | 2020 | $13,850: Post processed field data and prepared a Topographic Route Survey of approximately 1 mile of right-of-way improvements along Southeast Salerno Road for the design and installation of public sidewalks.



Expertise

- Boundary and Topographic Surveying
- Platting
- Construction Surveying
- Project Management

Education

- Indian River State College

Licenses /Certifications

- Professional Surveyor & Mapper FL# LS6101 Issued 7/11/2000

Affiliations

- Indian River Chapter of the Florida Surveying & Mapping Society
- Greater Palm Beach JDRF (Juvenile Diabetes Research Foundation) Walk Committee

CIVILSURV

Joseph Tatman

Construction Inspector

31 Total Years Experience | 1 Year with CivilSurv

Mr. Joseph Tatman has been a construction professional with over 27 years' experience in FDOT road and bridge projects, and over 20 years' experience in commercial/residential site development projects. He has worked in both the CEI and subcontractor industry responsible for operating heavy equipment, foreman, superintendent, project superintendent positions to CEI Senior Inspector. His expertise includes supervision and inspection of multiple crews/subcontractors, effective implementation of safety, and awareness training.

Project Experience

Senior Inspector | Various Land Development Project Inspection | Polk County Land Development Division | Polk County, Florida | 2025 to Present | $600,000: This project involved full-time construction engineering and inspection services for various land development projects throughout Polk County. Through this Contract, CivilSurv functioned as an extension of Polk County Land Development inspection staff.

Senior Inspector, West Pipkin Road Widening, Polk County, FL (09/21-11/24). This $42M, 3.5-mile project widens the existing West Pipkin Road from two to four lanes. The widened roadway includes a center median, four 11-foot lanes and a six-foot bike lane in each direction, curb and gutter, and sidewalks. The full-depth construction consists of a flexible pavement design with stabilized subgrade, limerock base, and asphalt pavement. Other project elements include significant utility adjustments; extensive drainage and pond construction; earthwork which includes subsoil excavation; a variety of structures such as temporary sheet pile walls, gravity walls, and box culverts; pedestrian railing; signing and pavement markings; roadway lighting; and signalization. County Reference: Doug Gable, PE (863) 535-2285.

Senior Inspector, SR 693/66th Street from 30th Avenue North to 58th Avenue North, Pinellas County, FL (11/20-08/21). This project included adding a turn lane to 66th Street, construction of new median curb separator, signalization, milling and resurfacing, and new signing and striping. [FPID: 437543-1-52-01] FDOT Reference: Robert Grimsley (727) 512- 5214.

Senior Inspector, SR 54 from Old Mill Pond Drive to Little Road, in Pasco County, Hernando County, FL (10/19-10/20). This project consisted of milling and resurfacing and drainage improvements as well as minor sign, signalization work, and pavement markings.

Senior Inspector, US 98/SR 700/Ponce De Leon Blvd. from Broad Street to Ward Avenue, Hernando County, FL (02/19-10/20). This project consisted of milling and resurfacing and drainage improvements as well as minor sign, signalization work, and pavement markings. [FPID: 436480-1-62-01] FDOT Reference: Austin Peters (352) 848- 2636.

Senior Inspector, US 41 Venice Bypass from Center Road to Gulf Coast Boulevard, FDOT District One, Sarasota County, FL (01/19-02/19). Provided inspector services on this $15.86M federally funded FDOT project. The project consisted of adding lanes and reconstruction, milling and resurfacing, widening, base work, bike lanes, drainage and stormwater system improvements, box culverts, curb and gutter, concrete boarding pads, asphalt base curb pads, sidewalks, pedestrian/bicycle railing, signing and pavement marking, signalization, lighting and utility work by highway contractor. [FPID: 198017-6-62-01] FDOT Reference: Carl Harman, Project Manager (941) 708-4431.

Senior Inspector, CR 48 from Citrus County Line, Sumter County, FL (12/17-12/18). This was an intersection improvement project that included turn lane widening, milling and resurfacing, drainage improvements, lighting, signalization and new pavement markings. FDOT Reference: Mark Van Hala, PE (352) 254-0893.

Senior Inspector, SR 408 Hiawassee Widening Project, Orange County, FL (09/17-12/17). This was a widening project of the SR 408 in the Hiawassee area. As a subconsultant to Target Engineering, responsibilities included paving, pile driving and bridge deck placement inspections. Target Engineering Reference: Edwin Alagano (407) 488-7536.



Expertise

- Construction supervision and inspection

Education

- High School Diploma

Licenses / Certifications

CTQP

- 2-29/Asphalt Paving Technician, Levels 1 & 2
- 7-25/Concrete Field Technician, Level 1
- 4-26/Drilled Shaft Inspection
- 11-25/Earthwork Construction Inspection, Level 1
- 8-26/Earthwork Construction Inspection, Level 2
- 7-25/Final Estimates, Level 1

OTHER

- 7-25/ACI Concrete Field-Testing Technician, Grade I
- 6-26/APNGA Portable Nuclear Gauge Safety & Hazmat

CIVILSURV

Gus Ortega , EI

Construction Engineering Inspector

1 Total Year Experience | <1 Year with CivilSurv

Mr. Ortega functions as a Construction Engineer with CivilSurv. He is experienced in construction design and inspection, including utility, earthwork, roadway, and industrial projects. His experience also includes road ratings and estimates for paving and construction projects, as well as providing written and oral reports for review along with the preparation of contract documents, contract administration, to potential government and private clients. Mr. Ortega also provides QA/QC for construction plans and documents.

Project Experience

Construction Engineer | Voyles Loop Lift Station Improvements | Polk City | Polk City, Florida | 2025 to Present | $35,000: This project involved rebuilding the piping, internal and external, guide rails, and slab associated with Polk City's largest pump station. The pump station is a triplex with each pump able to deliver approximately 1 mgd.

Construction Engineer | Potable Water Intra-System Interconnect | Polk City | Polk City, Florida | 2025 to Present | $102,900: This project involved improvements to an existing intra-system interconnect. The intra-system interconnect improvements included a new pressure-reducing valve to allow all water production facilities within the City's system to operate together.

Construction Engineer | Lakeland Hills Road Relocation | City of Lakeland | Lakeland, Florida | 2024 to Present | $110,000: This project involved the replacement of approximately 5,000 linear feet of water mains and gravity sewer, up to 12-inch diameter as part of an FDOT roadway improvement project. Construction included removal of nearly 3,000 linear feet of 12-inch Asbestos Cement piping abatement and removal.

Construction Engineer | Outfalls 03 & 04 Improvements | City of Indian Rocks Beach | Indian Rocks Beach, Florida | 2024 to 2025 | $122,340: This project involved improvements to the City's existing drainage system and the addition of Nutrient Separating Baffle Boxes (NSBBs) to improve water quality before discharging stormwater runoff to Clearwater Harbor. CivilSurv's scope of services for the project included topographic survey, subsurface utility exploration, engineering design, permitting, and construction administration support services.

Construction Engineer | The Landings at Mt. Olive | Polk City | Polk City, Florida | 2024 to 2025 | $99,840: Performed construction inspection for the development of a 388-lot single family residential development. Inspections were performed in accordance with Polk City's standards and specifications and involved potable water, wastewater, storm sewer, and roadway systems. Responsibilities included inspection for compliance with NPDES permit requirements and observation of testing throughout the construction of the project.

Stormwater Inspector | Various Projects | Various Clients | Central Florida | 2024 to Present: Performed field inspections of existing stormwater management facilities to verify system compliance with conditions of the Southwest Florida Water Management District Environmental Resource Permit. Recommended maintenance actions to address observed deficiencies and performed follow up inspections.

Construction Project Administrator | Various Projects | FDOT District 4 | Various Locations, Florida | 2021 to 2022: Coordinated and administered contracts involving consultants, contractors, design teams, and the public while representing the interests of FDOT. Directly oversaw consultant inspectors and contract support specialists. Utilized state guidelines, specifications, and engineering fundamentals to assess QA/QC principles and constructability. Devised solutions to communicate technical details to Engineers of Record, the public, and construction contractors. Followed proper documentation procedures established by FDOT specifications applicable to plans, provisions, and other contract documents.



Expertise

- Construction Engineering & Inspection

Education

- BS / Civil Engineering / University of Central Florida

Licenses / Certifications

- Engineering Intern in FL #1100025012
- FDOT Asphalt Paving – Level 1 CTQP #3009769
- FDOT Asphalt Paving – Level 2 CTQP (Pending)
- FDOT Earthwork – Level 1 CTQP #3033611
- FDOT Earthwork – Level 2 CTQP (#3038246)
- FDOT Final Estimates – Level 1 CTQP #3008357
- FDOT Final Estimates – Level 2 CTQP #3008353
- FDOT Advanced Maintenance of Traffic #80718
- OSHA-10 Hour
- Nuclear Radiation Safety Certificate (64351-172-288-6086)

CIVILSURV

Hetty C. Harmon, AICP

Senior Planner | Floodplain Management

40 Total Years Experience | 23 Years with CivilSurv

Ms. Hetty Harmon serves as the Senior Planner for CivilSurv. She is experienced in planning and land development gained from her work with governmental agencies and developers. This experience includes planning, land development, construction management and permitting. Additional experience includes development review, land use analysis, engineering reviews, GIS, implementation and enforcement of development codes and ordinances, neighborhood revitalization plans, utility coordination, public/private partnerships, streetscape plans, historic/architectural guidelines, corridor studies, capital improvement plans and served as a Planning Commissioner for Summit County, Colorado. Other duties have included coordination for developers of planning, engineering, marketing, financing and construction management of numerous residential and commercial developments.

Project Experience

Senior Planner | Due Diligence Site Assessment – Multiple Sites | Hillsborough County Public Schools | Hillsborough County, Florida | 2021 to Present | $50,000: This project involved the assessment of multiple sites for potential development as public elementary, middle, or high school facilities. Due Diligence Site Assessments were initiated as preliminary reviews and advanced to subsequent stages based on the findings of the review and recommendations. Preliminary Site Assessments involved a review of the general site characteristics, planning & zoning, historic features, availability of public facilities, availability of public services, physical characteristics, and drainage & stormwater. Responsibilities included data gathering, analysis, map preparation, and assisting in the report preparation.

Senior Planner | Consultant City Planning Services | City of Indian Rocks Beach | Indian Rocks Beach, Florida | 2006 to Present | $70,000/yr: Planning Consultant for the City, handle day to day planning questions and all development reviews, prepared the EAR based comprehensive plan amendments. Updated the comprehensive plan data and analysis required for the EAR based amendments. Updated the City's Land Development regulations based on the approved EAR amendments. Reviewed site plans for consistency with the Comprehensive Plan and with the Land Development Regulations. Performed on-site inspections to determine consistency with the approved development plans. Updated the flood plain ordinance for FEMA approval. Prepare staff reports and attend meetings for Board of Adjustments and Planning and Zoning Board.

Senior Planner | Stormwater Master Plan Update | City of Indian Rocks Beach | Indian Rocks Beach, Florida | 2021 | $126,490: This project involved the preparation of a comprehensive Stormwater Master Plan for the City, tailored to comply with recent legislation. The project involved coordination with Pinellas County to ensure conformance with County and FDEP guidelines for specific items to be included or addressed in the plan. Topographic survey data and photographs were collected at all known manhole and inlet locations to facilitate the preparation of a citywide H&H model to simulate existing stormwater conditions. Based on an evaluation of the existing stormwater conditions H&H model results, conceptual stormwater improvements projects were identified.

Senior Planner | Consultant City Planning Services | City of Eagle Lake | Eagle Lake, Florida | 2023 to Present | $5,000: Planning Consultant for the City, responsibilities include review of Land Use and Zoning changes, site development reviews, variances and updates to the Land Development Code.

Senior Planner | Consultant City Planning Services | City of St. Pete Beach | St. Pete Beach, Florida | 2022 to Present | $25,000/yr: Planning Consultant for the City, assisted in development reviews from boat docks to major mixed use site developments. Trained new staff on zoning reviews and prepared zoning matrix for quick reference. Project reviews were handled thru the City's online permitting system.



Expertise

- Urban Planning
- Utility Coordination
- Permitting
- Grant Funding Coordination

Education

- MS / Urban and Regional Planning / University of Colorado
- Urban Design and Architecture Courses / University of Wisconsin-Milwaukee
- BS / Design / University of Wisconsin-Madison

Licenses /Certifications

- AICP Certified Planner No. 019199

Specialized Training

- GIS

Affiliations

- American Institute of Certified Planners
- American Planning Association, Heart of Florida Section - *Treasurer 2009-2011*

CIVILSURV

Derick S. Bryant, PE

Engineering Reviewer

20 Total Years Experience | 4 Years with CivilSurv

Mr. Derick Bryant is a Professional Engineer with extensive experience in a variety of municipal infrastructure projects including site development design and review, stormwater and drainage rehabilitation projects, and water and wastewater utility system improvements projects, delivering practical and cost-effective solutions that meet client needs and regulatory requirementsBy leading internal CAD training and technical workshops, he helps elevate the skills of project teams, resulting in more efficient workflows and higher-quality deliverables for CivilSurv's clients. With multiple Autodesk user certifications and an FDOT Advanced Maintenance of Traffic certification, he applies advanced technical expertise and industry best practices to provide clients with reliable, innovative, and well-coordinated engineering solutions.

Project Experience

Senior Engineer | Webster Turn Drive Reconstruction & Rehabilitation | Sebring Airport Authority | Sebring, Florida | 2022 to Present | $132,546: This project involves the design for reconstruction and, in certain areas, repair of existing pavement along the 0.7-mile 2-lane rural roadway section within the airport district. Existing stormwater pipes crossing under Webster Turn Drive were evaluated for rehabilitation or replacement needs. Services include utility coordination, SWFWMD Environmental Resource Permit modification, and bid phase assistance.

Senior Engineer | Water Treatment Plant #4 Improvements | City of Frostproof | Frostproof, Florida | 2022 to Present | $49,665: This project involved preliminary design of improvements to the City's WTP #4. Considered improvements included a new well and pump, addition of high service pumps and associated valves, new chlorination building and control room, demolition of obsolete equipment and structures, and miscellaneous site improvements. CivilSurv's scope of services included topographic survey and preliminary design.

Senior Engineer | US 17 Wastewater Improvements | City of Wauchula | Wauchula, Florida | 2023 to Present | $80,536: This project involved the evaluation of a deteriorated sanitary sewer main in the vicinity of a crossing under US 17. Three alternatives were evaluated for the proposed replacement of the sanitary sewer and the selected alternative was advanced to engineering design. CivilSurv's scope of services for this project included topographic surveying, subsurface utility exploration, CCTV inspection, geotechnical investigation, preliminary engineering evaluation, engineering design, permitting, bid phase assistance, and construction phase assistance.

Senior Engineer | Parking Lot 5 | Florida Polytechnic University | Lakeland, Florida | 2023 to Present | $85,893: This project involved the design of a parking lot with over 160 parking spaces to serve a new residence hall on campus. CivilSurv coordinated with the construction manager at risk during the design phase of the project to keep the project team informed. The design and construction phases were fast-tracked to ensure project completion by the start of the Fall 2024 semester. CivilSurv's scope of services for this project included topographic survey, site civil engineering design, lighting design, and permitting.

Senior Engineer | Heartland Training Complex | Highlands County BOCC | Sebring, Florida | 2023 to Present | $47,950: This project involved a due diligence assessment of an approximate 35-acre site near the Sebring Airport. The County plans to redevelop the site to provide multi-functional training facilities and other public services. As part of the due diligence assessment, CivilSurv prepared an updated conceptual site plan, considering the various site constraints, and an Engineer's Opinion of Probable Construction Costs. The conceptual site plan includes a Fire Rescue Station; an Aircraft Rescue and Fire Fighting (ARFF) facility; Sheriff's Office Training Center Campus; and Animal Services Facility.



Expertise

- Site Development
- Stormwater Management System Design & Analysis
- Utility System Design & Analysis
- Transportation Infrastructure Design
- CADD

Education

- BS / Civil Engineering University of South Florida

Licenses /Certifications

- Professional Engineer in FL #67369
- Autodesk Certified User (multiple)

Specialized Training

- Civil3D
- Autodesk Storm & Sanitary Analysis Software
- FDOT Advanced Maintenance of Traffic
- FDEP Qualified Stormwater Management Inspector

CIVILSURV

John E. Howle, PE

Engineering Review

48 Total Years Experience | 24 Years with CivilSurv

Since 1975, Mr. Howle's experience has encompassed many phases of Civil Engineering, Transportation Engineering, Land Planning, and Agency Permitting. He provides complete project services from Planning and Design through Permitting and Construction for Transportation Facilities, Utility Infrastructure, and Governmental Sites. Design experience includes Roadway, Drainage, Signalization, and Lighting. As a County Engineer, he was responsible for the implementation and maintenance of Roadway Capital Improvement plans including Budgeting, Design, Right-of-Way Acquisition, Construction, and Resurfacing. His extensive experience in Transportation Programs has established him as an Expert Witness in Eminent Domain Proceedings. As Vice President of Engineering, Mr. Howle directs the Planning, Design, and Construction of Transportation and Utility related facilities.

Project Experience

Consultant City / County Engineer | Various Municipalities | Various Locations, Florida | 1999 to Present: Under a continuing contract with various counties and cities, provided services as County Engineer and subdivision plans review. Reviewed both large and small subdivisions to ensure compliance with Land Development Regulations. Enter review comments into governmental computer data base system. Assisted governmental inspectors in resolving construction issues. Continuing contracts were with Okeechobee County, Polk County, St. Lucie County, Desoto County, Indian Rocks Beach, Haines City, Frostproof, and West Melbourne.

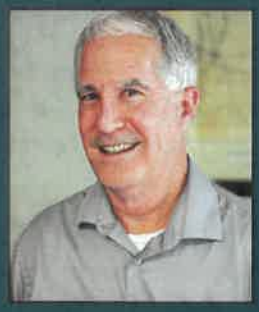
Engineer of Record | Lakeland Park Drive Connector | City of Lakeland | Lakeland, Florida | 2014 to 2022 | $677,369: New 2-lane connector road between Carpenters Way and Lakeland Park Drive in the City of Lakeland. Project tasks included a study to determine the route for the road, roadway design, drainage design, signing and pavement marking, street lighting, utility coordination, permitting and a Multi-Use Trail. Services also included right-of-way condemnation assistance. This project received recognition as the 2021 ASCE Ridge Branch Project of the Year.

Project Manager & Engineer of Record | 7th Street SW Roadway Reconstruction | City of Winter Haven | Winter Haven, Florida | 2014 to 2020 | $262,850: This project involved the two-lane reconstruction of 0.73 miles of deteriorated road in the City of Winter Haven. The project was a complete streets project that included survey, roadway improvements, storm sewer system, signing and pavement marking, decorative street lighting, and a Multi-Use Trail. CivilSurv also performed utility coordination and permitting for the project. CivilSurv also provided part time CEI for the project.

Project Manager | Johnson Avenue Roadway Improvements | City of Haines City | Haines City, Florida | 2014 to 2018 | $147,985: This project involved the reconstruction of 0.33 miles of Johnson Avenue converting the roadway from a rural section to an urban section with improvements consisting of curb and gutter, storm sewer system, street lighting, and modifications to meet current ADA standards.

Peer Reviewer | SR 546 (Memorial Boulevard) Constructability Review | City of Lakeland | Lakeland, Florida | 2016 | $7,145: Performed FDOT peer review for 1.281 miles of roadway improvements to SR 546 (Memorial Boulevard) from I-4 to Wabash Avenue in the City of Lakeland. The project consisted of replacing the existing rigid concrete and flexible asphalt pavement with rigid concrete pavement. The project included drainage improvements, signing and pavement marking, signalization, and lighting.

Project Manager & Engineer of Record | Foxwood Drive Traffic Evaluation | MHM Communities, LLC | Lakeland, Florida | 2022 & 2024 | $33,820: This project involved a study focusing on determination of an equitable maintenance cost assessment for properties utilizing Foxwood Drive, a private road, for access. The study consisted of performing 31-day traffic counts for driveways accessing the road and estimating annual maintenance costs for the road. Estimated costs included resurfacing the road on a 15-year cycle and / or rehabilitation methods and associated costs.



Expertise

- Transportation Infrastructure Design
- Construction Administration
- Site Development

Education

- BS / Civil Engineering / The Citadel / Dean's List

Licenses /Certifications

- Professional Engineer in FL #27584, NC, VA, KY, and PA
- FDOT Advanced Temporary Traffic Control

Affiliations

- American Society of Civil Engineers
- National Association of County Engineers
- American Public Works Association

CIVILSURV

William R. Smith, PE

Engineering Review

46 Total Years Experience | 19 Years with CivilSurv

Mr. Smith has 46 years of professional engineering experience in the design and construction administration of multi-million-dollar projects for governmental, institutional, industrial and private (domestic and international) clients. His major strengths include organization, leadership, market strategies, planning, financial controls, negotiations, and problem resolution. Mr. Smith has specialized technical expertise in trenchless technologies, and maintains cost consciousness with an ability to identify needs and goals, streamline existing operations, and overcome obstacles with technically sound and financially feasible solutions.

Project Experience

Consultant City / County Engineer | Various Municipalities | Various Locations, Florida | 2000 to Present: Under a continuing contract with various counties and cities, provided services as City Engineer and subdivision plans review. Reviewed both large and small subdivisions to ensure compliance with Land Development Regulations. Enter review comments into governmental computer data base system. Assisted governmental inspectors in resolving construction issues. Continuing contracts were with St. Lucie County, Frostproof, and West Melbourne.

QA/QC Reviewer | Crooked Lake Park Inflow & Infiltration Study | Polk County Utilities Division | Polk County, Florida | 2021 to Present | $170,000: This project involved the evaluation of the existing gravity sewer system and existing sanitary lift stations located within the area known as Crooked Lake Park. The project was initiated by several sanitary sewer overflow events that resulted in FDEP enforcement actions while the system was under the control of the previous entity. Inflow and infiltration issues were found to be a significant contributing factor to the sanitary sewer overflow events. The County acquired the system and consulted with CivilSurv to evaluate alternatives to bring the system into compliance. The evaluation involved the CCTV inspection of approximately 23,000 linear feet of gravity sanitary sewer of diameter ranging from 4-inch to 10-inch and approximately 80 manholes.

Principal-in-Charge & QA/QC Reviewer | Southwest I&I Reduction Phase II | Polk County Utilities Division | Polk County, Florida | 2019 to 2020 | $330,000: This project involved the evaluation, design, permitting, and cost estimating for the proposed improvements to approximately 5 miles of sanitary sewer and manholes throughout Southwest Polk County in 6 basins. The project included televising and reviewing of hours of CCTV, analyzing and locating defects within the piping system and manhole system, designing improvements to the system, and construction management.

Principal-in-Charge & QA/QC Reviewer | Southwest I&I Reduction Phase I | Polk County Utilities Division | Polk County, Florida | 2018 to 2019 | $195,000: This project involved the evaluation, design, permitting, and cost estimating for the proposed improvements to approximately 5 miles of sanitary sewer and manholes throughout Southwest Polk County. The project included review of hours of CCTV, analyzing and locating defects within the piping and manhole system, designing improvements to the system, and construction management.

Principal-in-Charge | Septic Areas 3 and 4 Utility Improvements | City of Fort Lauderdale | Fort Lauderdale, Florida: Designed project to provide sewer service to approximately 800 residents and businesses that currently on septic tanks. Water mains in the project area are also being upgraded by replacing 2- and 4-inch mains as well as any leaded joint pipes. Complete design, permitting and construction phase services for this project 84,000 lf of gravity sewer, three sewage pump stations, 3,200 lf of force main and 8,500 lf of water main replacement.



Expertise

- Transportation infrastructure design
- Stormwater management system design
- Utility system design
- Site development

Education

- BS / Civil Engineering / Virginia Polytechnic Institute and State University

Licenses / Certifications

- Professional Engineer in FL #56434, VA, and NC

Affiliations

- American Society of Civil Engineers
- National Society of Professional Engineers

Subconsultant Partners

GISJane, LLC. is a consulting firm located in the Tampa Bay Region that is owned and operated by Mrs. Jane E. Thompson, who is a Certified Floodplain Manager (CFM) and GIS Professional (GISP) with over twenty years of local and Florida specific GIS and Flood experience. Jane is a dedicated volunteer to the Florida Floodplain Managers Association, the GIS Committee Chair as well as the Associate Membership Coordinator responsible for growing membership across the state. Jane spent the first half of her career supporting Civil Engineers and associated professionals on a wide range of asset management projects including master planning of water/waste/reclaimed, stormwater, watershed, parks, and transportation as well as county master mining planning. Jane has international asset management experience having performed the GIS feasibility studies for both the Panama Canal expansion and bridge crossing which required translation of data attributes from Spanish to English.

Jane Thompson's reputation as a foremost technical, GIS and subject matter expert on flood is complemented only by her extensive GIS asset management experience across a wide array of disciplines with both public and private sector clients. She managed both NWFWMD and SRWMD FEMA CTP regulatory program which is an asset management for Flood and is currently supporting several state entities and Florida governments with Watershed Master Planning and Outreach efforts under federal and state funded vulnerability assessments grants, three or more of which Polk County was awarded and are currently underway. Jane's most current asset management experience with Polk County was performing the State's unfunded mandate for reporting under the House Bill 53 Stormwater and Wastewater 25-year needs analysis. Jane also supported Polk County in applying for and FDEP Innovation in HABs grant in 2022 .

Astra Intelligence, Inc. DBA HighTide Intelligence (HighTide) is a flood risk data and technology company based in Winter Haven, Florida. HighTide was co-founded by geophysicists and engineers from Stanford University. HighTide's mission is to accelerate sea level rise adaptation and flood mitigation with data-driven technology. HighTide's team envisions a world where everyone has the opportunity to thrive despite rising flood risk. As a Certified B-Corp, HighTide has been audited and proven to meet the highest standards of verified social and environmental performance, public transparency, and legal accountability to balance profit and purpose.

HighTide utilizes the latest methodologies in artificial intelligence (AI) and uncertainty quantification to elevate the value of traditional flood risk assessments performed as part of a vulnerability assessment or watershed master plan. HighTide's flood risk quantification methodology, the Stanford Urban Risk Framework (SURF), was peer-reviewed and published in Earth's Future1 and has received awards from Stanford University2 and Microsoft AI for Earth3. At its core, SURF integrates FEMA's Hazus methodology into an AI-enabled framework, which allows SURF to quantify uncertainty in flood damage estimates. SURF then leverages tax assessor data and U.S. Census demographic data to further evaluate additional economic and socioeconomic considerations including property tax revenue at risk and household displacement risk.

HighTide has developed and refined SURF's methodology in collaboration with clients in Florida, Puerto Rico, and California. Past projects include vulnerability assessments funded by the Resilient Florida grant program, and a territory-level flood risk assessment of Puerto Rico; however, HighTide's work goes beyond scalable state-of-the-art analysis. HighTide looks at the bigger picture and how to best support communities to make a lasting impact on the road to resilience. When Hurricane Ian devastated southwest Florida, HighTide took the initiative to make building-level flood risk data and solutions accessible to all homeowners in Florida and launched Arkly.com six months later. To accomplish this feat, HighTide generated more than one hundred coastal flood maps combining sea

Subconsultant Partners

level rise and storm surge, and quantified the economic impact of flooding for millions of buildings in Florida. In order to make Arkly free to the public, HighTide developed an innovative business model in which the project will be supported through referrals to flood insurance and mitigation service providers, meaning that Arkly sustains itself as its desired impact becomes realized. Arkly received the 2023 Excellence in Big Data and Technology award from the East Central Florida Regional Planning Council4 in recognition of these innovations. Arkly also received international attention through the USA Today5 network and has benefited more than 35,000 users to date.

HighTide is committed to Empowering Resilient Living™ by providing your community with the best possible understanding of potential present and future flood impacts, facilitating outreach and engagement, and making flood risk data and solutions intuitive and accessible to homeowners.

Geoplanning Solutions, LLC. was founded on April 1, 2024 by Ameé Bailey, AICP, GISP, CFM. In one year, the firm has grown from serving one municipality to providing professional services to local Regional Planning Councils, several Florida counties, and multiple municipalities. The firm primarily focuses on local government support services including technical assistance, public information production, and staff education. Areas of support include annexations, land use and zoning, policy development, site development and construction, floodplain management and other environmental services.

GeoPlanning Solutions has supported responsible community growth within Polk County. As a local firm, we understand the unique qualities and individual nature of each area in Polk County. We strive to provide growth management strategies while protecting the environmentally sensitive areas throughout the county including the Green Swamp Area of Critical State Concern. There are many challenges that local governments face including new state mandates and constant changing regulations. GeoPlanning Solutions is prepared to assist with these ever-changing conditions.



jane.thompson@gisjane.org
+1 (727) 564-2670

Jane E. Thompson, CFM, GISP

FOUNDER

Jane Thompson has specialized in the development of GIS in the civil engineering industry for 20 years and created much of the base mapping GIS data available from FEMA in Florida. Jane began her career in FEMA flood hazard mapping performing FEMA flood insurance studies during the FEMA Map Modernization Program for Northwest, Suwannee River and Southwest Florida Water Management Districts. Jane is the Florida Floodplain managers Association (FFMA) Associate membership Coordinator and works with municipal, state, federal and private clients on Regulatory and Non-regulatory projects. Jane excels at building relationships around GIS, remote sensing, innovative technologies, water quality, floodplain and asset management. Jane has extensive experience in asset management and master planning of watersheds, stormwater service areas, environmental and floodplains and performs QA/QC of engineering modeling inputs and mapping results. Intergovernmental Outreach is Jane's passion in which she utilizes GIS to help communicate big concepts like climate change and future conditions.

ROLE

GIS Stakholder Outreach and Community Engagement

EXPERIENCE

Industry: 20 Years

EDUCATION

BS, Environmental Geography, University of South Florida St. Pete Bayboro

DISCIPLINES

Resiliency

Vulnerability Assessments

GIS

PROJECT EXPERIENCE

GISJANE — PROGRAM MANAGER

MULTI-JURISDICTIONAL WATERSHED MASTER PLAN FOR FLORIDA ATLANTIC UNIVERSITY

Perform QA/QC of the GIS inputs, modeling outputs, reporting, GIS maps and metadata deliverables required to perform the Multi-Jurisdictional Outreach and Stakeholder Engagement for more than twenty Florida counties and municipalities who elected to participate in the HMGP-DR IRMA funded project including Charlotte County. Facilitate all outreach coordination among FAU, the communities participating and the overall HUC8 Basin stakeholders specifically to maximize the credit earned under the NFIP CRS activities. Enhanced the standard WMP VA to meet the State of Florida's VA statutory guidance and am designing a GIS asset management deliverable that will both complement the existing GIS of source regulatory datasets and inform Stormwater Adaptation Planning activities including for finding dedicated funding via the Resilient Florida Grant Program.

AECOM — PROGRAM MANAGER

MANATEE COUNTY CRS STORMWATER MASTER PLAN ACTIVITIES EVALUATION

Evaluated the Manatee County CRS Program for the Activities related to Stormwater management Activities in order to provide recommendations to the Stormwater Utilities Division.

POLK COUNTY PATHWAY TO A STORMWATER MASTER PLAN

Evaluated Polk County's existing stormwater management program to provided recommendations for next steps. This county has begun to collect it's GIS assets for stormwater outside the SWFWMD datasets in existence.

FLORIDA FEMA MAP MODERNIZATION, RISKMAP & CONVERSION PROJECTS

Managed dozens of projects throughout the Map Modernization, Risk MAP & Conversion projects, and Watershed Studies for FEMA Cooperating Technical Partners (CTP) NWFWMD and SRWMD producing both regulatory and non-regulatory product. Delivered enhanced coastal non-regulatory products as early as 2013 and developed guidance while encountering issues for FEMA. Deliverables were submitted according to FEMA's RiskMAP Guidelines and Specifications and always included FIRMs, FIS, DB FEMA DCS Basemap, Terrain, Survey, Hydrology, Hydraulics, and Floodplain Mapping. Coordinated all Outreach among the production staff and FEMA client as well as planned and hosted all public outreach meetings.



adrian@hightide.ai
+1 (540) 200-8101

HighTide

Adrian Santiago Tate

CHIEF EXECUTIVE OFFICER

Adrian Santiago Tate has dedicated himself to scaling adaptation for the past decade. Raised in the Netherlands, Adrian became inspired to help his home state, Florida, adapt to sea level rise. As a Horton Fellow at Virginia Tech, Adrian traveled around the world to research socioeconomic factors influencing coastal engineering and management. Along the way, he learned about cultural and psychological biases, exemplified by tsunami survivors continuing to live by the water. Adrian was invited to conduct research on nature-based solutions at Stanford University, where he contributed to multiple publications on flood risk and mitigation, spearheaded technical development of the Stanford Urban Risk Framework, and cofounded HighTide Intelligence. When the pandemic started, Adrian moved to Florida to provide data-driven, AI-powered risk analysis to municipalities conducting vulnerability assessments.

ROLE

Resiliency Lead

EXPERIENCE

Industry: 5 years
Research: 5 years

EDUCATION

MS, Geophysics, Stanford University

BS, Civil Engineering, Virginia Tech

DISCIPLINES

Resiliency

Vulnerability Assessments

PROJECT EXPERIENCE

ASTRA INTELLIGENCE — CEO AND COFOUNDER

EAST CENTRAL FLORIDA FLOOD IMPACT ASSESSMENT
Performed the economic and socioeconomic impact assessment for the region. Developed an approach to fill data gaps in inland flood risk using FEMA flood zones, and make the results intuitive and available on Arkly.com. Coordinated a comprehensive report with the client to ensure the results advanced resilience in the region.

PUERTO RICO SEA LEVEL RISE AND STORM SURGE IMPACTS TO BUILDINGS
Performed strategic field review of local housing stock within coastal flood zones in Puerto Rico for suitability of property-level flood mitigation measures. Led the the economic assessment of the buildings in 44 coastal communities and contracted a flood mitigation expert to ensure accurate return of information for assessment.

EAST PALO ALTO, CALIFORNIA, RAIN GARDEN PROJECT
Partnered with non-profits in the low-income, high-flood-risk East Palo community to scale a nature-based, community-driven approach to climate adaptation. Managed HighTide's stormwater analysis, which leveraged machine learning to identify the cost-benefit of rain gardens and their optimal placement.

CITY OF SATELLITE BEACH, FLORIDA, SEA LEVEL RISE AND STORM SURGE IMPACT ASSESSMENT
Conducted the economic and socioeconomic impact assessment to complement the City's FDEP-funded Vulnerability Assessment. Identified the City's primary need was to communicate flood risk to property owners and took the initiative to develop Arkly, a publicly-available flood risk platform.

CITY OF SATELLITE BEACH, FLORIDA, SEA LEVEL RISE AND STORM SURGE IMPACT ASSESSMENT
Conducted the economic and socioeconomic impact assessment to complement the City's FDEP-funded Vulnerability Assessment. Identified the City's primary need was to communicate flood risk to property owners and took the initiative to develop Arkly, a publicly-available flood risk platform.

SIGMA LAB, STANFORD UNIVERSITY — DOCTORAL RESEARCHER

THE STANFORD URBAN RISK FRAMEWORK (SURF)
Led technical development of SURF at the interdisciplinary Future Bay Initiative at Stanford University. The purpose of the initiative was to quantify the economic and socioeconomic impacts of sea level rise and storm surge on individuals and communities to inform regional efforts to implement equitable adaptation in the San Francisco Bay Area. Streamlined vulnerability assessments using custom-made software to integrate geospatial datasets, clean and process data, and quantify impacts. Created a unique software package that goes beyond standard assessments by fully quantifying uncertainty at the scale of individual buildings using efficient, cost-effective software. Published methods and case study in Earth's Future in 2021.

GeoPlanning Solutions

Ameé Nicole Bailey

AICP, GISP, CFM



P 352-477-2633 E abailey@gpsamee.com A 920 Kristina Ct., Auburndale, FL 33823

SUMMARY

Ms. Bailey is an experienced Polk County planner with over 25 years of service in the public sector with additional experience in private sector consulting. Ms. Bailey has directed a wide range of projects which included public involvement events, visioning workshops, public hearings, land use planning, site and infrastructure development environmental assessments, and GIS analysis.

QUALIFICATIONS

- Certified Floodplain Manager with 20 years of experience which began at Polk County assisting the County CRS Coordinator.
- Led the City of Lake Alfred's application effort into the Community Rating System (CRS) program and maintained a Class 6 Rating through cycle reviews.
- Continues to serve as the Floodplain Administrator for the City of Lake Alfred conducting technical reviews and site inspections for land use cases, site development applications, building permits, and code enforcement cases.
- Provides CRS and Vulnerability Assessment guidance to local Regional Planning Councils, counties, and municipalities.
- Serves on Polk County's Local Mitigation Strategy team and CRS subcommittee.
- Assists in preparation of hazard mitigation grants.
- Develops, reviews, and implements state, county, and municipal regulations including Comprehensive Plans and Land Development Regulations for multiple jurisdictions in Central Florida.
- Manages ongoing complex projects that include planning, permitting, inspection, design, and construction phases.
- Produce information documents and social media content to provide staff training and improve public awareness regarding floodplain management topics and public policy decisions.

EDUCATION

- Masters of Arts in Geography emphasis in GIS and Spatial Analysis from USF – 2007
- Geographic Information System (GIS) Graduate Certificate from USF - 2002
- Environmental Science and Policy Graduate Certificate from USF - 2001
- Bachelor of Science in Environmental Science from St. Leo College – 1996

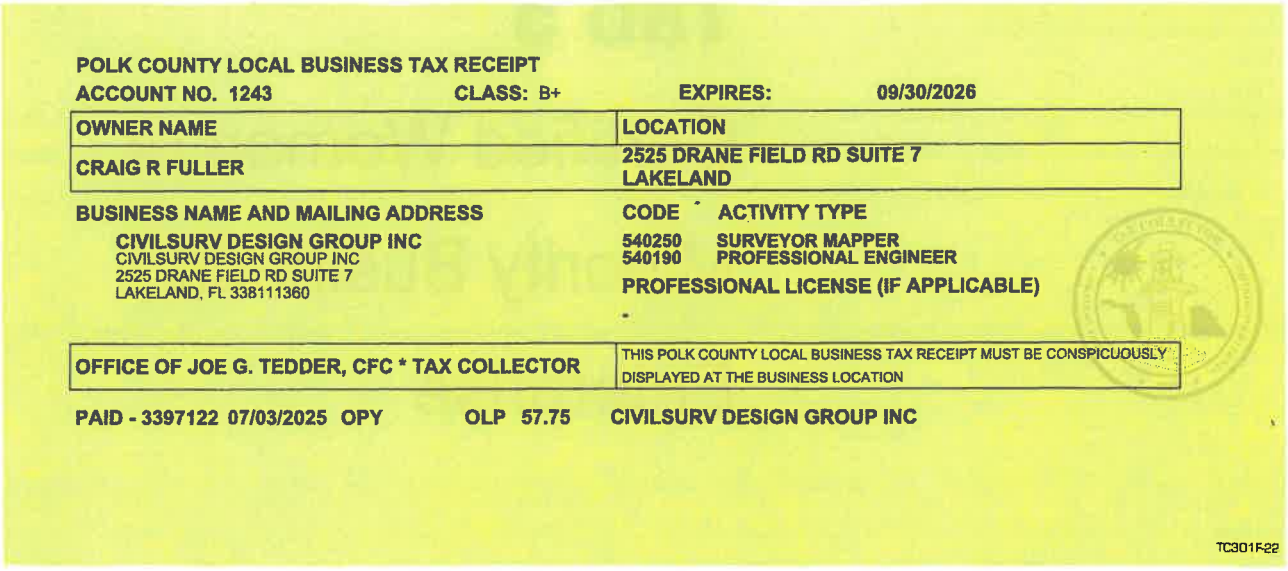
PROFESSIONAL ORGANIZATIONS

- American Institute of Certified Planners (AICP) #32076
- American Planning Association, Florida Chapter, Heart of Florida Section - 2006
- Certified Geographic Information Systems (GIS) Professional (GISP) # 00060016
- Certified Floodplain Manager # US-06-02364
- Association of State Floodplain Managers (ASFPM) since 2005
- FDEP Certified Stormwater Inspector # 15204
- Polk GIS Users Group – Founding Manager and Executive Committee Member since 2015
- Urban and Regional Information Systems Association (URISA)
- Central Florida Geographic Information System (CFGIS) Users Group
- Friends of the Polk County Parks Foundation – Vice President since 2014

Tab 4

Polk County Entity

CivilSurv is a Polk County entity, along with our subconsultants Astra Intelligence, Inc. DBA HighTide Intelligence (HighTide) and GeoPlanning Solutions.



POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 1243 CLASS: B+ EXPIRES: 09/30/2026

OWNER NAME	LOCATION
CRAIG R FULLER	2525 DRANE FIELD RD SUITE 7 LAKELAND

BUSINESS NAME AND MAILING ADDRESS

CIVILSURV DESIGN GROUP INC
CIVILSURV DESIGN GROUP INC
2525 DRANE FIELD RD SUITE 7
LAKELAND, FL 338111360

CODE ACTIVITY TYPE

540250 SURVEYOR MAPPER
540190 PROFESSIONAL ENGINEER

PROFESSIONAL LICENSE (IF APPLICABLE)

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

PAID - 3397122 07/03/2025 OPY OLP 57.75 CIVILSURV DESIGN GROUP INC

TC301F-22

Tab 5

Certified Woman or Minority Business Enterprise

W/MBE Participation

CivilSurv is a certified small business enterprise (SBE) with the Florida Department of Transportation, City of St. Petersburg, and the South Florida Water Management District. CivilSurv is not certified as an W/MBE firm; however, we partner with both GISJane and GeoPlanning Solutions who are not presently registered as a WBE but plan to be in the near future. Amee is recently eligible and will be registering for it within the next few months and Jane is in the process of applying. Adrian Santiago Tate appears to eligible for an MBE and is planning to apply within the next 1-2 years. CivilSurv regularly collaborates with MBE, WBE, DBE, and SBE firms and is committed to supporting small and disadvantaged businesses on our contracts.

Tab 6

Interactions with County & Regulatory Staff

Interactions with County & Regulatory Staff

Working with County Staff and Regulatory Agencies is critical to the success of any project. At the start of any project, we have a comprehensive review meeting with County Staff to review the project and to be sure we have a clear understanding of their desires for the project and any issues or concerns that they feel need to be addressed as part of the design. CivilSurv has relationships with the County's Project Managers, but also other county departments including Procurement, Building, Codes, and the County Attorney's Office staff. We have worked extensively with FDOT, SFWMD, and FDEP on these projects as applicable. **Craig R. Fuller, PE**, the Project Manager, will be the lead point of contact. CivilSurv will always keep the intent of the project when working through issues. Mr. Fuller will arrange for a kick-off meeting, keeping key staff updated and involved to coordinate technical efforts.

CivilSurv has extensive experience with Regulatory Agencies, including but not limited to:

- FDOT
- FDEP
- SFWMD
- PC Health Department
- USACE
- US Fish & Wildlife
- DRC

We strive to provide clear communications throughout the project and will communicate via the means that work best for the County's Project Manager or other staff whether it be through email, telephone call, or written correspondence. The project team has worked on dozens of Polk County projects and knows who to contact when there is an issue, whether it be a utility conflict, the need for real estate, or the establishment of the flood plain; we have the experience.

CivilSurv has relationships with the County's Engineering/Land Development Division leadership, but also other County departments including Procurement, Building, Codes, Utilities, and the County Attorney's Office staff. We also have significant depth and experience in permitting. Examples include the being the Surveyor for Polk County as a project – reviewing platting and layouts per Florida Statutes; the Gibson Oaks Site Design project which we designed/permitted with the County and FDEP with zero Requests for Additional Information; Lakeland Park Drive which we defined the land, permitted through US ACE, permitted through FDEP, and permitted through the SWFWMD; Polk County Land Development staff extension in which we provide full-time inspection for various projects throughout the County; and Polk County Utilities Lift Station Review project in which we previously created the standards by which lift stations are designed and now review them against those standards.

CivilSurv has more than 45 years of experience in the design and permitting of various projects in Polk County. As noted above, CivilSurv has relationships with the County's Project Managers in various divisions. **Craig Fuller, PE**, **Jack Breed, PLS**, **Ken Glass, PSM**, **Gary Allen, PLS**, and **Mark Frederick, PE, ENV SP, PMP** all have relationships and are on a first-name-basis with multiple staff within the various divisions. Mr. Fuller has completed several projects for Polk County and is looking forward to continued work with the team.

Tab 7

Surveys of Past Performance

Survey Questionnaire – Polk County
RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: Josh Turner (Name of Person completing survey)

City of Frostproof (Name of Client Company/Consultant)

Phone Number: 863-635-7855 Email: jturner@cityoffrostproof.com

Subject: Past Performance Survey of Similar work:

Project name: Professional Engineering & Surveying Services

Name of Firm being surveyed: CivilSurv Design Group, Inc.

Cost of Services: Original Cost: _____ Ending Cost: $351,567

Contract Start Date: 2018 Contract End Date: Ongoing

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)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	
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)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	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)	10

Printed Name of Evaluator: Joshua Turner

Signature of Evaluator: _____

Please fax or email the completed survey to: dwhitaker@civilsurv.com

Survey Questionnaire – Polk County
RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: Patricia Jackson (Name of Person completing survey)

Polk City (Name of Client Company/Consultant)

Phone Number: (863) 984-1375 Email: patricia.jackson@mypolkcity.org

Subject: Past Performance Survey of Similar work:

Project name: General Engineering | Development Review Services

Name of Firm being surveyed: CivilSurv Design Group, Inc.

Cost of Services: Original Cost: _____ Ending Cost: $490,000

Contract Start Date: 2022 Contract End Date: Ongoing

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: Patricia Jackson

Signature of Evaluator: _____

Please fax or email the completed survey to: dwhitaker@civilsurv.com

Survey Questionnaire – Polk County

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

~~RFP 21-332, Professional Surveying & Mapping Services~~

To: Steve McQuaig (Name of Person completing survey)

Polk County - Land Development Division (Name of Client Company/Contractor)

Phone Number: (863) 534-6769 Email: stevemcquaig@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Survey Support and Review Services

Name of Vendor being surveyed: CivilSurv Design Group, Inc.

Cost of Services: Original Cost: $49,725 Ending Cost: est. ~$100,000

Contract Start Date: Nov. 2020 Contract End Date: May 2021

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
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 STEVE McQUAIG

Signature of Evaluator: Steven McQuaig

Please fax or email the completed survey to: tbrady@civilsurv.com

34

Survey Questionnaire – Polk County

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: Dean Scharmen (Name of Person completing survey)

City of Indian Rocks Beach (Name of Client Company/Consultant)

Phone Number: 727-595-6889 Email: dscharmen@irbcity.com

Subject: Past Performance Survey of Similar work:

Project name: City of Indian Rocks Beach - General Engineering Services

Name of Firm being surveyed: CivilSurv Design Group, Inc.

Cost of Services: Original Cost: _____ Ending Cost: Over $2M total

Contract Start Date: 1998 Contract End Date: Ongoing

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 DEAN A. SCHARMEN

Signature of Evaluator: _____

Please fax or email the completed survey to: dwhitaker@civilsurv.com

Tab 8

Submittal Documents

Proposers Incorporation Information
(Submittal Page)

The following section should be completed by all proposers and submitted with their proposal submittal:

Company Name: CivilSurv Design Group, Inc.

DBA/Fictitious Name (if applicable): _____

TIN #: 27-1816201

Address: 2525 Drane Field Road Suite 7

City: Lakeland

State: FL

Zip Code: 33811

County: Polk

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your proposal submittal.

Contact Person: Craig R. Fuller, PE

Phone Number: (863) 646 4771

Cell Phone Number: _____

Email Address: cfuller@civilsurv.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 firm must complete and submit this form prior to award. The Successful firm must invoice using the company name listed above.

September 17, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. Procurement Analyst

Procurement Division

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

Signature: _____

Printed Name: Craig R. Fuller

Title: President

Company: CivilSurv Design Group, Inc.

October 2, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. Procurement Analyst

Procurement Division

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

Signature: _____

Printed Name: Craig R. Fuller

Title: President

Company: CivilSurv Design Group, Inc.

October 3, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Sr. Procurement Analyst

Procurement Division

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

Signature: _____

Printed Name: Craig R. Fuller

Title: President

Company: CivilSurv Design Group, Inc.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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 BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

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

Company Name: CivilSurv Design Grou c.

Signature: _____

Title: President

Date: 10/6/2025

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of october, 2025, by Craig R. Fuller (*name*) as President (*title of officer*) of CivilSurv Design Group, Inc. (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Melisha D. Harrell

Printed Name of Notary Public: Melisha D. Harrell

Notary Commission Number and Expiration: HH456198 / 02/16/2028

(AFFIX NOTARY SEAL)

Melisha D. Harrell
Comm.: HH 456198
Expires: Feb. 16, 2028
Notary Public - State of Florida

Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/28/2025

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 Hatcher Insurance, LLC PO Box 540689 Orlando FL 32854	CONTACT NAME: Michelle Benitez PHONE (A/C, No, Ext): 352-565-5813 FAX (A/C, No): E-MAIL ADDRESS: mbenitez@hatcherins.com
INSURED CIVISUR-01 Civil Surv Design Group, Inc. 2525 Drane Field Rd Ste 7 Lakeland FL 33811-1360	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Ind. Co. of America — 25666 INSURER B : Phoenix Insurance Company — 25623 INSURER C : Travelers Prop Cas Co of Amer — 25674 INSURER D : RSUI Indemnity Company — 22314 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 937997587 **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 X CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:	Y	Y	680-7H35081A	2/27/2025	2/27/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG TOTAL AGGREGATE	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	BA-4R383261	2/27/2025	2/27/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUP-5F95257A	2/27/2025	2/27/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB-0K247374	2/27/2025	2/27/2026	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			LHR864961	2/27/2025	2/27/2026	Aggregate	2,000,000

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

CERTIFICATE HOLDER

FOR INFORMATIONAL PURPOSES ONLY
NOT FOR DISTRIBUTION

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
Adam Riley

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Drug Free Workplace

CivilSurv Design Group, Inc. maintains a comprehensive Drug-Free Workplace Policy in accordance with Florida Statute Section 440.102. All employees and job applicants are subject to drug and alcohol testing under conditions such as pre-employment, random selection, post-accident, and reasonable suspicion. The policy prohibits the use, possession, or influence of drugs or alcohol while on duty or on company property. CivilSurv is committed to maintaining a safe and productive work environment and supports employees through an established Employee Assistance Program (EAP) for those seeking help.

A copy of our policy is available for review upon request.

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

The undersigned, as an authorized officer of the consultant identified below (the "**Consultant**"), 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 Consultant in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Consultant and the County on or about the date hereof, whereby the Consultant 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 Consultant, 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 Consultant or subcontractor. The Consultant acknowledges and agrees that (i) the County and the Consultant may not enter into the Contract, and the Consultant 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 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 subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of 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 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 the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 6th day of October, 2025.

ATTEST:

By: _____

PRINTED NAME: Kenneth T. Glass

Its: Vice President

CONSULTANT:

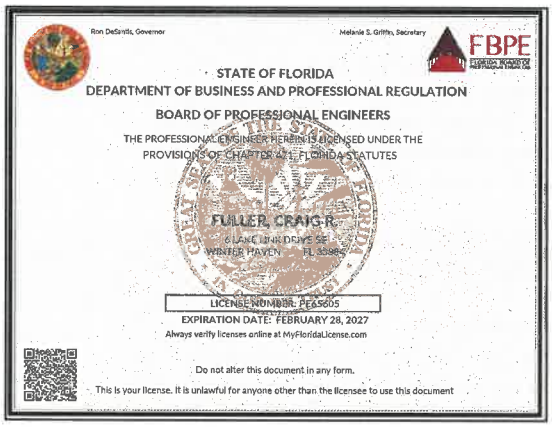
By: _____

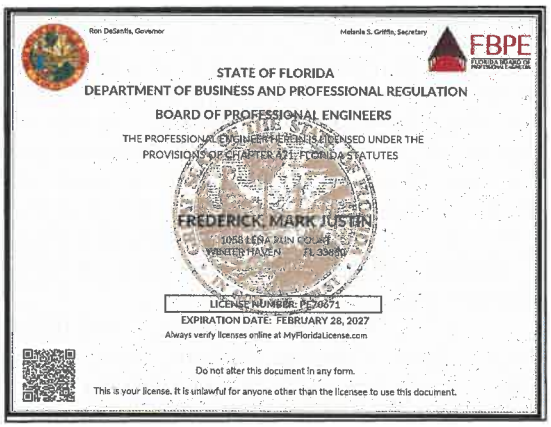
PRINTED NAME: Craig R. Fuller

Its: President

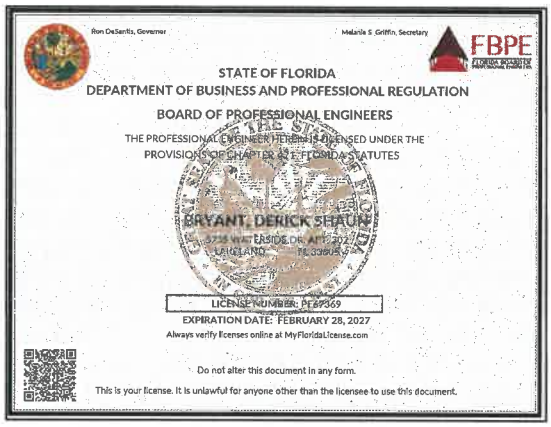
Licenses & Certifications

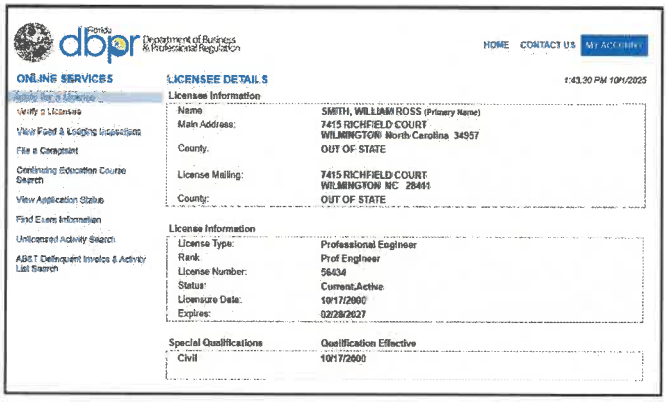
Our team individual licensure/certifications can be found on this page and the the following page.


Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
FULLER, CRAIG R.
6 LANE INN DRIVE SE
WINTER HAVEN FL 33880
LICENSE NUMBER: PE65605
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document


Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
FREDERICK, MARK JUSTIN
1058 LENA ANN COURT
WINTER HAVEN FL 33880
LICENSE NUMBER: PE70071
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.


Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
HOWLE, JOHN EDWARD
116 BRECKENRIDGE DR
RAEFORD NC 28376
LICENSE NUMBER: PE72584
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.


Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
BRYANT, DERICK SHAUN
3738 WATERSIDE DR APT 202
LAKELAND FL 33803
LICENSE NUMBER: PE67369
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com
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.


Florida dbpr Department of Business & Professional Regulation
HOME CONTACT US MY ACCOUNT
ONLINE SERVICES
Verify a Licensee
View Field & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
ABT Delinquent Invoice & Activity List Search
LICENSEE DETAILS
1:43:30 PM 10/1/2025
Licensee Information
Name: SMITH, WILLIAM ROSS (Primary Name)
Main Address: 7415 RICHFIELD COURT WILMINGTON North Carolina 34957
County: OUT OF STATE
License Mailing: 7415 RICHFIELD COURT WILMINGTON NC 28411
County: OUT OF STATE
License Information
License Type: Professional Engineer
Rank: Prof Engineer
License Number: 56434
Status: Current,Active
Licensure Date: 10/17/2000
Expires: 02/28/2027
Special Qualifications: Civil
Qualification Effective: 10/17/2000

Licenses & Certifications | CivilSurv

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

License No.: LS5713
Expiration Date February 28, 2027

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

KENNETH T GLASS
2525 DRANE FIELD RD STE 7
LAKELAND, FL 33811-1360

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

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

License No.: LS7261
Expiration Date February 28, 2027

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

TIMOTHY A MORRIS
3222 KILMER DR
PLANT CITY, FL 33566-0739

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

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

License No.: LS6101
Expiration Date February 28, 2027

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

BRIAN C. KIERNAN
2642 SW EASTMAN ST
PORT SAINT LUCIE, FL 34953-2984

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

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

License No.: LS4756
Expiration Date February 28, 2027

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

GARY L ALLEN
2525 DRANE FIELD RD STE 7
LAKELAND, FL 33811-1360

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

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

License No.: LS4089
Expiration Date February 28, 2027

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

JOHN NAYLOR BREED
2525 DRANE FIELD RD STE 7
LAKELAND, FL 33811-1360

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Undergraduate Certificate

University of Florida

The College of Agricultural and Life Sciences

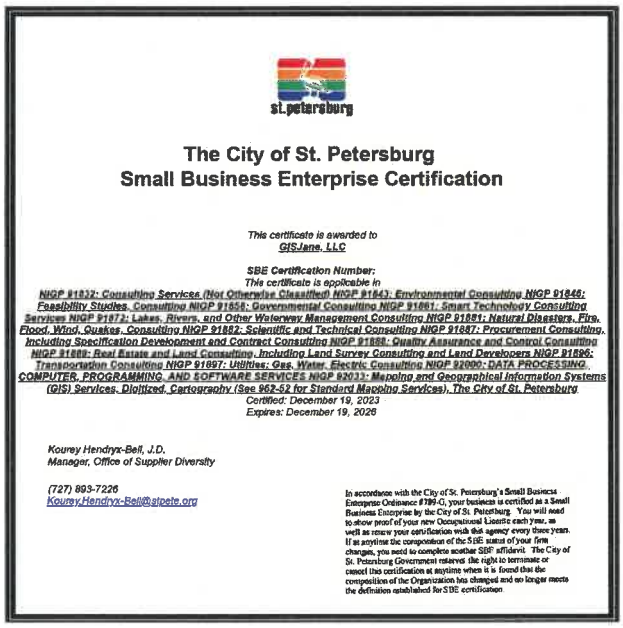
Timothy A Morris

Has Successfully Completed the Prescribed Course of Study for the Certificate in

Mapping with Small Unmanned Aerial Systems

This eighteenth day of August, 2020.

Licenses | GISJane



st.petersburg

The City of St. Petersburg
Small Business Enterprise Certification

This certificate is awarded to
GISJane, LLC

SBE Certification Number:
This certificate is applicable in
NIGP 91832: Consulting Services (Not Otherwise Classified) NIGP 91843: Environmental Consulting NIGP 91846: Feasibility Studies, Consulting NIGP 91858: Governmental Consulting NIGP 91861: Smart Technology Consulting Services NIGP 91871: Lakes, Rivers, and Other Waterway Management Consulting NIGP 91881: Natural Disasters, Fire, Flood, Wind, Quakes, Consulting NIGP 91882: Scientific and Technical Consulting NIGP 91887: Procurement Consulting, Including Specification Development and Contract Consulting NIGP 91888: Quality Assurance and Control Consulting NIGP 91889: Real Estate and Land Consulting, Including Land Survey Consulting and Land Developers NIGP 91896: Transportation Consulting NIGP 91897: Utilities: Gas, Water, Electric Consulting NIGP 92000: DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES NIGP 92033: Mapping and Geographical Information Systems (GIS) Services, Digitized, Cartography (See 962-52 for Standard Mapping Services), The City of St. Petersburg
Certified: December 19, 2023
Expires: December 19, 2026

Kourey Hendryx-Bell, J.D.
Manager, Office of Supplier Diversity

(727) 893-7226
Kourey.Hendryx-Bell@stpete.org

In accordance with the City of St. Petersburg's Small Business Enterprise Ordinance #799-G, your business is certified as a Small Business Enterprise by the City of St. Petersburg. You will need to show proof of your new Occupational License each year, as well as renew your certification with that agency every three years. If at anytime the composition of the SBE status of your firm changes, you need to complete another SBE affidavit. The City of St. Petersburg Government reserves the right to terminate or cancel this certification at anytime when it is found that the composition of the Organization has changed and no longer meets the definition established for SBE certification

Licenses | Astra Intelligence, Inc. DBA HighTide Intelligence (HighTide)



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ADRIAN FERNANDO SANTIAGO TATE

License Number : W945500

Resident Insurance License	Issue Date
• 0220 - GENERAL LINES (PROP & CAS)	01/25/2023

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your licensee status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://fldfs.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.

Jimmy Patronis
Chief Financial Officer
State of Florida

CIVILSURV
A Tradition of Innovative Engineering

EXHIBIT "B"

Schedule of Professional Rates

Job Classification	Range of Hourly Billing Rates		Range of Direct Labor Rates	
	Minimum	Maximum	Minimum	Maximum
Administrative Assistant	$57.80	$144.50	$20.00	$50.00
Associate 1	$46.24	$92.48	$16.00	$32.00
Associate 2	$72.25	$144.50	$25.00	$50.00
Associate 3	$101.15	$173.40	$35.00	$60.00
Sr. Associate	$130.05	$202.30	$45.00	$70.00
Project Manager	$101.15	$231.20	$35.00	$80.00
Sr. Project Manager	$130.05	$260.10	$45.00	$90.00
Director	$173.40	$289.00	$60.00	$100.00
Principal	$216.75	$350.00	$75.00	$140.00
Survey Crew	$115.60	$346.80	$40.00	$120.00
Specialty Survey Crew	$173.40	$375.70	$60.00	$130.00
SUE Equipment (Direct Rate)	$50.00	$75.00	$50.00	$75.00

The above wages are based on the current ranges of CivilSurv Design Group, Inc. personnel that work in the above various disciplines. The billing rates on our proposed rate with a multiplier of 2.89. *Invoices will show as actual calculations. Values include potential cost increases over term of contract for maximum value.*

CIVILSURV
A Tradition of Innovative Engineering

Labor Multiplier Calculation

CivilSurv Design Group, Inc. – FDOT FAR Audited Rates

Actual Payroll	1.00
Facilities Costs and Capital	0.12
Reimbursable Expenses	0.05 – Polk County
Actual General Overhead	1.34
Actual Sub-Total	2.51
Profit (@15%)	0.38
Reduced Polk County Rate	**2.89**

CIVILSURV
A Tradition of Innovative Engineering

Descriptions and Responsibilities of Personnel

Job Classification	Position Overview	Responsibilities	Education/Experience
Administrative Assistant	Administrative support staff	Overall administrative duties including secretarial, data management, filing and general office support	General Office Skills
Associate 1	Technical staff such as engineering or surveying interns, survey rodmen, survey instrument techs, CEI inspectors, jr. survey party chief, engineering designers, CAD support	Project support including plans preparation and design computations	0-2 years experience
Associate 2	Technical staff such as project engineers, project surveyors, sr. survey instrument techs, Sr. CEI inspectors, survey party chief, engineering designers and CAD support, Entry level CFM	Project support including plans preparation and design computations. Review of plans for confirmation with Sr. staff.	2 years or more experience or BS Degree
Associate 3	Technical staff such as project engineers, project surveyors, Survey Field Supervisor, Sr. CEI Inspector/Constructability Review, Sr. engineering designers and Sr, CAD support, Jr Level	Project support including plans preparation and design computations	4 years or more experience or 2 years plus BS Degree
Sr. Associate	Senior technical staff including senior designers, planners, Project Surveyors, Sr. CEI, Sr. Engineers, and senior support staff, Sr. Level CFM	Project support including plans preparation and design computations	5 years or more experience
Project Manager	Management staff to supervise the work efforts of projects as well as coordination with the client	Overall management of project assignments	5 years or more experience
Sr. Project Manager	Senior management staff to supervise the work efforts of projects as well as coordination with the client	Overall management of project assignments	8 years or more experience
Director	Department level management staff responsible for overall department level management including project management	Overall management of department and project assignments	10 years or more experience

CIVILSURV
A Tradition of Innovative Engineering

Principal	Senior division level management staff or corporate officer	Overall management of division and corporation	Varies, min 10 years of experience
Survey Crew	Two or three person survey team including crew chief, instrument person, and/or rod person	Surveying and Mapping	Varies
Specialty Survey Crew	Three or four person survey team for the completion of GPS or specialized surveying services	Surveying and mapping	Varies
SUE Equipment	Cost of utilizing vacuum and ground penetrating radar equipment for location of subsurface utilities	Location, assisting surveying and mapping for utility work	Not Applicable

Fran McAskill
Director
Procurement Division

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

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1.	Subcontractor Services	Actual Costs
2.	Travel & Mileage Expenses	In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).
3.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs

Agenda Item R.29. 6/2/2026

SUBJECT

Approve the Amendment and Restatement to the Medical Services Agreement with Hill Orthopedic Center, LLC for specialty care services to Polk HealthCare Plan members. (estimated annual amount less than $100,000)

DESCRIPTION

Hill Orthopedic Center, LLC has been contracted with the County since October 2016 to provide orthopedic services to Polk HealthCare Plan members. Hill Orthopedic Center, LLC is now expanding the services their practice offers. The amendment and restatement to the medical services agreement will allow Hill Orthopedic Center, LLC to provide additional specialty care services to Polk HealthCare Plan members. Additional services include, but are not limited to, physical and occupational therapy, podiatry and wound care.

The amendment and restatement will be effective upon execution and will be ongoing unless terminated pursuant to the agreement.

RECOMMENDATION

Approve the Amendment and Restatement to the Medical Services Agreement with Hill Orthopedic Center, LLC for specialty care services to Polk HealthCare Plan members.

FISCAL IMPACT

Funds are available in the Indigent Health Care Funds.

CONTACT INFORMATION

Paula C. McGhee, Provider Services and Contract Manager, Health and Human Services Division at 863-519-2003

Joy Johnson, Administrator, Health and Human Services Division at 863-534-5204

AMENDMENT AND RESTATEMENT TO
MEDICAL SERVICES AGREEMENT
FOR SPECIALTY CARE

This Amendment and Restatement to Agreement ("Agreement") is entered into as of the Effective Date (as defined in Section 8.1 below) by and between **Hill Orthopedic Center, LLC**, ("Medical Services Entity"), and Polk County, a political subdivision of the State of Florida ("COUNTY") (Medical Services Entity and COUNTY shall be jointly referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the County has an indigent health care plan, hereinafter known as the Polk HealthCare Plan (further defined herein and hereinafter referred to as the "Plan"), and wishes to arrange for the provision of medical services to certain eligible County residents ("Members");

WHEREAS, the Medical Services Entity is comprised of, or contracts with, one or more Qualified Providers (hereinafter defined) capable of meeting the credentialing criteria of the County;

WHEREAS, the County and Medical Services Entity entered into an Agreement (Agreement # 16-099-IHC) for the provision of medical services to the Members of its Plan; and

WHEREAS, the Parties now desire to enter into this Amendment and Restatement for the purposes of adding additional Covered Services and modifying certain provisions of the Agreement. This Amendment and Restatement fully amends and replaces Agreement # 16-099-IHC; and

WHEREAS, the Medical Services Entity is willing to deliver or arrange for the delivery of such services on the terms specified herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Claim. A statement of services submitted to the County, or its designated third party administrator, by the Medical Services Entity following the provision of Covered Services to a Member that shall include the Member's demographics, diagnosis or diagnoses (ICD10 Codes), date(s) of service, CPT/HCPCS codes, place of service, authorization number if required, referring provider if applicable, treating provider and the member name, member address, member date of birth, Plan eleven-digit member identification number and Qualified Provider to be paid for services rendered to the Member submitted on an approved CMS 1500 Form.

1.2 Co-payment. A charge which may be collected directly by a Medical Services Entity or Medical Services Entity's designee from a Member in accordance with the Plan.

1.3 County. The designated division of the county government of Polk County, Florida, Polk HealthCare Plan, Health and Human Services Division or its authorized agent as applicable.

1.4 County Notice. A communication by the County to the Medical Services Entity informing the Medical Services Entity of the terms of the Plan, modifications to the Plan, and any other information relevant to the provision of Covered Services pursuant to this Agreement.

1.5 Covered Services. Health care services to be delivered by or through Medical Services Entity to Members pursuant to this Agreement, as further defined in ARTICLE II.

1.6 Emergent Care. Emergent conditions are those conditions where there is the potential for life-threatening or limb threatening complications, or where those complications are reasonably perceived by the member. The treatment of such perceived conditions should be severe enough that these could not have been treated in the Qualified Provider's office or urgent care setting.

1.7 Medical Management. The process by which the County, or its duly appointed and authorized third party administrator, together with the Medical Services Entity, will determine whether the Covered Services furnished to Members were Medically Necessary and the processes that will govern utilization, including concurrent review, case management, disease management, and all other processes affecting the medical care of Members. The Medical Services Entity may appeal any decision related to pre-service requests pursuant to Section 5.2 herein.

1.8 Medical Services Entity. An individual or group of Qualified Providers, who are capable of meeting the credentialing criteria of the Plan.

1.9 Medically Necessary. Health care services that a reasonably prudent Qualified Provider would deem necessary for the diagnosis or treatment of illness or injury or to improve the functioning of a Member.

1.10 Payer. The entity or organization directly responsible for the payment of Covered Services to the Medical Services Entity under the Plan.

1.11 Polk HealthCare Plan (the "Plan"). A government assistance program to provide health care services, which is funded by a discretionary sales surtax (as authorized pursuant to F.S. 212.055(7)) and administered by the County for the benefit of Members, as it may be modified from time to time, and all the terms, conditions, limitations, exclusions, benefits, rights and obligations thereof to which County and Members are subject.

1.12 Polk HealthCare Plan Members. Any individual(s) who has/have been determined eligible by the County and is/are enrolled in the Plan.

1.13 Protected Health Information (PHI). Information that is (a) created or received by a Medical Services Entity; (b) relates to: (1) the past, present, or future physical or mental health or condition of an individual; (2) the provision of health care to an individual; or (3) the past, present, or future payment for the provision of health care to an individual; and (c) identifies the individual or there is a reasonable basis to believe the information can be used to identify the individual. PHI does not include information excluded from HIPAA's definition of "protected health information" in 45 C.F.R. 160.103.

1.14 Qualified Provider. A doctor of medicine, a doctor of osteopathy, or a doctor of optometry, certified nurse practitioner or physician assistant licensed to practice in the State of Florida, who possesses an unencumbered Florida license, and who provides Covered Services to Members as contemplated in this Agreement.

1.15 Routine Care /Well Care. Care provided to Members as follow-up to a previously treated condition or illness and care for the diagnosis and treatment of acute and chronic illnesses, as well as preventive treatment, including patient counseling/education.

1.16 Total Compensation. The total amount payable by Payer and Member for Covered Services furnished pursuant to this Agreement. The Total Compensation is defined herein pursuant to EXHIBIT A, attached hereto and incorporated into this Agreement by reference.

1.17 Urgent Care. Care provided to Members who have an injury or illness that is not life –threatening but could result in serious injury or disability unless medical attention is immediately received. These conditions are not serious enough to require a visit to the Emergency Room.

ARTICLE II
DELIVERY OF SERVICES

2.1 Covered Services. The Medical Services Entity shall provide or, through its Qualified Providers, arrange for the Members the provision of Covered Services that are identified in EXHIBIT B, attached hereto and made a part of this Agreement by reference. All Covered Services shall be provided in accordance with generally accepted clinical and legal standards, consistent with medical ethics governing the Qualified Provider. Covered Services requiring pre-certification are identified in EXHIBIT C, which may be adjusted from time to time by the County in its sole discretion.

2.2 Verification of Members. Except in the case of emergency, in order to guarantee payment, the Medical Services Entity shall utilize a Member's identification card, which has been chosen by the County to verify and confirm that Member's eligibility for Covered Services prior to rendering any such Covered Services pursuant to the instructions provided in EXHIBIT D attached hereto and made a part of this Agreement by reference.

ARTICLE III
COMPENSATION AND RELATED TERMS

3.1 Compensation. The Medical Services Entity, or its designee, shall accept the Total Compensation as full payment for the provision of Covered Services.

3.2 Billing for Covered Services. The Medical Services Entity shall submit a Claim to the County or its third party administrator and, in the event the Claim is consistent with the compensation terms under EXHIBIT A, the County or its third party administrator shall pay the Medical Services Entity for Covered Services rendered to Members in accordance with the terms of this Agreement. The Medical Services Entity shall arrange for all Claims for Covered Services to be submitted to the County or its third party administrator within one hundred and eighty (180) days from the date of service. If additional information is required or needed by the County or its third party administrator to evaluate or validate the original Claim submitted by the Medical Services Entity for payment, the Medical Services Entity will have an additional ninety (90) days from the date of the initial claim denial to resubmit a corrected claim. The Medical Services Entity shall submit such claims on a billing form CMS-1500 or on any other form that the County directs the Medical Services Entity, in writing, to utilize. If the Medical Services Entity does not submit a Claim to the County or its third party administrator in a timely manner, the County or its third party administrator may, at its discretion, deny payment.

3.3 Co-payments to be Collected from Members. When the Plan requires Members to make Co-payments, such Co-payments shall be collected from the Member at the time the service is rendered by the Medical Services Entity or one of its Qualified Providers. The County shall inform or educate Members that Members must make a Co-payment at the time the service is rendered and that this practice is mandatory for all Members. At no time shall the Medical Services Entity bill a Member for any balance remaining in relation to a bill after the Total Compensation has been applied to the same.

3.4 Promptness of Payment. The County or its third party administrator shall remit to the Medical Services Entity the County's portion of the Total Compensation, as specified in EXHIBIT A, within forty-five (45) days of receipt of a Claim by the Medical Services Entity. This Claim shall be sufficient in detail so that the County or its third party administrator is able to reasonably determine the amount to be paid. If additional information is required or needed by the County or its third party administrator to evaluate or validate the original Claim submitted by the Medical Services Entity for payment, the Medical Services Entity will have an additional ninety (90) days from the date of the initial claim denial to resubmit a corrected claim.

The County or its third party administrator shall affirm and pay any valid claims within forty-five (45) days of receipt of such additional information. All payments to the Medical Services Entity shall be considered final unless adjustments are requested, in writing to the County or its third party administrator by the Medical Services Entity within ninety (90) days following receipt of the payment explanation from the Payer.

If payment has been made to the Medical Services Entity by the County or its third party administrator for a non-covered service, the Medical Services Entity shall promptly refund such payment provided written notice of payment for such non-covered service has been made by the County within ninety (90) days of receipt of the Medical Services Entity's Claim.

For purpose of payment, "prompt payment" may be defined as "within ninety (90) days." The Medical Services Entity agrees that it shall not bill and collect any amount pursuant to this Agreement for charges incurred by Members to the extent that such charges result from an error made by the Medical Services Entity. An error shall include, but not be limited to, duplicate billing for a Covered Service provided only once and any services which were not actually rendered. If the County or its third party administrator concludes that such an erroneous billing or collection has been made, the County or its third party administrator shall notify the Medical Services Entity of the error. Upon receipt of this notification, the Medical Services Entity shall promptly withdraw the billing or that part which is in error, or reimburse the County or its third party administrator for such amounts already paid to the Medical Services Entity pursuant to the erroneous billing.

3.5 Payer of Last Resort. Under no circumstances shall Medical Services Entity bill the Plan or the Plan pay any Member bill until and unless all other sources of other Member coverage have been billed and payment has been denied by the same. Should a Plan member be determined to have other coverage for services provided by Medical Services Entity under any other contractual or legal benefit, including, but not limited to, Medicaid, Medicare, worker's compensation insurance, motor vehicle insurance or a private group or indemnification program, Medical Services Entity is expected to bill the said entity as the primary payer. If the Plan paid for services and other coverage is later discovered, the Medical Services Entity must reimburse the County or its third party administrator by recoup, refund or adjustments.

3.6 Sole Source of Payment. Only after other payer sources have been exhausted, Medical Services Entity will pursue payment of any Claim from the County or its third party administrator for Medically Necessary Covered Services of Members. Medical Services Entity shall make no charges or claims against the Plan Members for Covered Services except for Co-payments as previously authorized.

ARTICLE IV
MEDICAL SERVICES ENTITY'S OBLIGATION

4.1 Licensed/Good Standing. The Medical Services Entity represents that each of its Qualified Providers are and shall remain licensed and/or registered who possesses an unencumbered Florida license to practice medicine and, if such Medical Services Entity is an entity, such entity is registered and in good standing in the State of Florida. Failure to maintain licensure will be grounds for immediate termination of this Agreement under Section 8.2.

4.2 Nondiscrimination. The Medical Services Entity agrees that it and each of its Qualified Providers shall not differentiate or discriminate in its provision of Covered Services to Members because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, income, health status, disability or age. Further, the Medical Services Entity agrees that its Qualified Providers shall render Covered Services to Members in the same manner, in accordance with the same standards, and within the same time availability as such services are offered to patients not associated with the Plan and consistent with medical ethics and applicable legal requirements for providing continuity of care.

4.3 Standards. Covered Services provided by or arranged for by the Medical Services Entity shall be delivered only by professional personnel qualified by licensure, training or experience to discharge their responsibilities and operate their facilities in a manner that complies with generally accepted standards in the industry.

4.4 Credentialing of Qualified Providers. The Medical Services Entity acknowledges that the County may delegate to it, at the County's discretion, all credentialing responsibilities and authority with respect to Qualified Providers and/or other practitioners. This delegation will be accepted by the Medical Services Entity, if so directed by the County.

4.5 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, Florida Statutes, 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, Florida Statutes, "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), Florida Statutes, the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Florida Statutes, 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, Florida Statutes, 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.

4.6 Authority. The Medical Services Entity shall, and hereby does, represent and warrant that it has full legal power and authority to bind its Qualified Providers to the provisions of this Agreement. The Medical Services Entity shall communicate with its Qualified Providers regarding all matters relating to this Agreement and the services to be performed hereunder.

4.7 Administrative Procedures. The Medical Services Entity and each of its Qualified Providers shall comply with the policies and procedures established by the County and pursuant to the Plan, to the extent the Medical Services Entity has received notice of the same, consistent with the terms of this Agreement.

4.8 Use of Names for Marketing. The Medical Services Entity and each of its Qualified Providers shall permit the County to utilize the name, address, and telephone number of it or its Qualified Providers, in the County's list of Medical Services Entities, which will be distributed to Members. Such rights shall not extend to the listing of such Qualified Providers or Medical Services Entity in any newspaper, radio, or television advertising without receiving the prior written consent of said Medical Services Entity. Time is of the essence and approval will not be unreasonably withheld.

4.9 Provision of Covered Services. The Medical Services Entity agrees to provide or arrange for the provision of Covered Services, from Monday through Friday, 8:00 am to 5:00 pm. Covered Services include after-hours telephone access to a professional who is qualified to aid the Members in medical decision making regarding urgent/emergent care and to make any of the following recommendations to a Member who needs Emergency Care experiencing pain or other unusual symptoms: (a) treat pain or symptoms at home and come in to see the Medical Services Entity on the next day; (b) go to an urgent care center; (c) go to an emergency room.

4.10 Noninterference with Medical Care. Nothing in this Agreement is intended to create (nor shall be construed or deemed to create) any right of the County to intervene in any manner in the methods or means by which the Medical Services Entity renders health care services or provides health care supplies to Members. Nothing herein shall be construed to require the Medical Services Entity to take any action inconsistent with professional judgment concerning the medical care and treatment to be rendered to Members.

4.11 Best Efforts. The Medical Services Entity shall use best efforts to participate in such utilization review programs, medical necessity reviews, coordination of benefit activities, and cost containment activities, as are provided under the Plan.

4.12 Evaluation and Quality Management. The Medical Services Entity is expected to have its own quality management programs in place. These programs should include ongoing monitoring of quality of care, documentation, qualifications for professional staff and requirements for ongoing training of professional and support staff. The quality management process is expected to include annual satisfaction surveys of adults receiving primary care services.

4.13 Health Insurance Portability and Accountability Act (HIPAA). The Medical Services Entity warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the provisions of the Privacy and Security Rule adopted by the Department of Health and Human Services ("HHS").

ARTICLE V
COUNTY'S OBLIGATIONS

5.1 Deemed Notification. The County shall notify the Medical Services Entity in writing of all policies, procedures, rules, regulations, and schedules, that the County considers material to the performance of this Agreement and relevant amendments. Except in the event of emergency, or unless the County directs otherwise in writing, thirty (30) days from the date of notification will be considered sufficient notice to effect a change in policy under the Plan.

5.2 Appeal of a Pre-Service Denial. The Medical Services Entity or Qualified Provider shall have the right to appeal any denial by the County or its third party administrator of a pre-service request for authorization of services. There shall be a general appeals process for requested Covered Services of a routine nature, and an expedited appeals process for requested Covered Services of an urgent/emergent nature. The final decision of whether to expedite the appeal will be made by the County, in its sole discretion. There will be one level of appeal for denials made on a clinical basis. For clinical appeals, the Medical Services Entity will have sixty (60) days to appeal from the date of denial of the initial service request.

5.3 Appeal of a Claim Denial. For denial of payment of Claims, the Medical Services Entity will have sixty (60) days from the date of the final denial of a Claim to submit an appeal of the denial. "Final denial" of a Claim will occur upon the completion of the ninety (90) day period that a Medical Services Entity is afforded to resubmit a corrected Claim, if no corrected Claim is provided in such 90-day time period or if the corrected Claim is subsequently denied and an additional ninety (90) day period has elapsed without further corrected Claim submitted by the Medical Services Entity. The appeals decision whether to uphold or overturn a Claim appeal will be communicated to the Medical Services Entity within forty-five (45) days from the date the Medical Services Entity submitted the appeal using an Explanation of Payment form ("EOP").

5.4 Provider Grievances. The County shall establish and maintain systems to process and resolve any grievance a Qualified Provider has against the County.

5.5 Quality Management Monitors. As the Plan is committed to the quality of care provided to its Members, the Plan has identified preventive health services and certain medical conditions to be reviewed as quality indicators. These guidelines will be used to develop key indicators which will be monitored by the Plan for primary care and select specialty Qualified Providers. The Medical Services Entity, at the Plan's request, will furnish data to the Plan for review. The data will be analyzed and compared to peer and national standards. Any Medical Services Entity who falls outside the range for these indicators may be put on a corrective action plan by the Plan and monitored on a more rigorous basis. If the Medical Services Entity fails to show significant improvement, the Medical Services Entity may be terminated from the Plan.

5.6 Health Insurance Portability and Accountability Act (HIPAA). The County warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the provisions of the Privacy and Security Rule adopted by the Department of Health and Human Services ("HHS").

ARTICLE VI
INSURANCE

6.1 Medical Services Entity Insurance. The Medical Services Entity shall require each Qualified Provider to maintain, at all times, in limits and amounts as required by Florida law, a professional liability insurance policy and other insurance or other liability bond as shall be necessary to insure such Qualified Provider against any claim for damages arising directly or indirectly in connection with the performance or nonperformance of any services furnished to Members by such Qualified Provider. In the event that the Medical Services Entity discovers that such insurance coverage is not maintained, the Medical Services Entity shall immediately, upon making such discovery, ensure that such Qualified Provider discontinues the delivery of Covered Services to Members until such insurance is obtained and notify the Plan in writing of the same. A Certificate of Insurance, reflecting the minimal insurance coverage shall be provided to the County and Medical Services Entity prior to commencement of this Agreement.

ARTICLE VII
INDEMNIFICATION

7.1 Indemnification. The Medical Services Entity shall indemnify and hold harmless the County, its

agents, officers, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the County, its agents, officers, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any action of commission, omission, negligence or fault of the Medical Services Entity, or its Qualified Providers committed in connection with this Agreement, the Medical Services Entity's performance hereof or any work performed hereunder. The Medical Services Entity shall indemnify and hold harmless the County, its agents, officers, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description arising from, based upon or growing out of the violation of any Federal, State, County or City law, ordinance, rule or regulation by the Medical Services Entity, or its Qualified Providers.

ARTICLE VIII
TERM AND TERMINATION

8.1 Term. This Agreement shall commence as of the last date the Agreement has been signed by both parties ("Effective Date") and shall be ongoing unless terminated upon sixty (60) days' prior written notice by either party to the other, or until terminated pursuant to this Article.

8.2 Termination for Cause. In the event either party shall fail to keep, observe or perform any covenant, term or provision of this Agreement applicable to such party, the other party shall give the defaulting party written notice that specifies the nature of said default. If the defaulting party fails to cure such default within thirty (30) days after receipt of such notice, the non-defaulting party may terminate this Agreement upon five (5) days' written notice. It shall be grounds for immediate termination if the County loses its ability to underwrite or administer the Plan or if any Qualified Provider suffers a loss or suspension of medical license, a conviction of a felony, or a loss of credentials for stated quality reasons under the Plan.

8.3 Voluntary Termination. At any time during the term of this Agreement, this Agreement may be terminated for any reason, with or without cause, by either party upon written notice given at least sixty (60) days in advance of the effective date of termination.

8.4 Termination for Failure to Satisfy Financial Obligations. If either party or a Payer is (a) more than sixty (60) days behind in its financial obligations to its creditors, or (b) files in any court of competent jurisdiction: (1) a petition in bankruptcy, (2) a petition for protection against creditors, (c) has such a petition filed against it that is not discharged within ninety (90) days, or (d) files or makes an assignment for the benefit of creditors, this Agreement may be terminated by the other party in its entirety or with respect to the Payer upon five (5) days' written notice.

8.5 Termination of Scrutinized Companies: This Contract may be terminated at the option of the County if the Medical Services Entity is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. In addition, this Contract may be terminated at the option of County if the Medical Services Entity is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes; has 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.

8.6 Effect of Termination. This Agreement shall remain in full force and effect during the period between the date that notice of termination is given and the effective date of such termination. As of the date of termination of this Agreement, this Agreement shall be of no further force and effect, and each of the parties hereto shall be discharged from all rights, duties, and obligations under this Agreement, except that the County shall remain liable for Covered Services then being rendered by Qualified Providers to Members who retain eligibility under the applicable Plan or by operation of law until the episode of illness then being treated is completed and the obligation of the County to pay for Covered Services rendered pursuant to this Agreement is discharged. Payment for such services shall be made pursuant to the Total Compensation specified in EXHIBIT A.

ARTICLE IX
DISPUTE RESOLUTION

9.1 Initial Mediation of Dispute. In the event of a dispute between the parties to this Agreement, the following procedure shall be used to resolve the dispute prior to either party pursuing other remedies:

a. A meeting shall be held within seven (7) days at which all parties or party representatives will be present or represented by individuals (the "Initial Meeting").

b. If, within thirty (30) days following the Initial Meeting, the parties have not resolved the dispute, the dispute shall be submitted to mediation directed by a mediator mutually agreeable to the parties and not regularly contracted or employed by either of the parties ("Mediation"). Each party shall bear its proportionate share of the costs of Mediation, including the mediator's fee.

c. The parties agree to negotiate in good faith in the Initial Meeting and in Mediation.

9.2 Legal Remedies. If, after a period of sixty (60) days following commencement of Mediation, the parties are unable to resolve the dispute, either party may pursue all available legal and equitable remedies. Each party shall be responsible for its own attorneys' fees and costs, including attorneys' fees, costs, and expenses incurred for any appellate proceedings.

ARTICLE X
MISCELLANEOUS

10.1 Nature of Medical Services Entity. In the performance of the work, duties and obligations of the Medical Services Entity under this Agreement, it is mutually understood and agreed that the Medical Services Entity and each of its Qualified Providers are at all times acting and performing as independent Medical Service Entities, practicing medicine or providing for the delivery of medical services and under no circumstances shall the Medical Services Entity or any of its Qualified Providers be deemed employees of the County.

10.2 No Coercion for Labor or Services. Concurrently with its execution of this Agreement, Medical Services Entity has executed an affidavit (Exhibit E) which has been signed by an officer or representative of Medical Services Entity under penalty of perjury attesting that Medical Services Entity does not use coercion for labor or services as those terms are defined in Florida Statutes, § 787.06, as that statute may be subsequently revised or amended. Failure to provide the required affidavit is a material default of this Agreement. Medical Services Entity shall provide the County the same type of affidavit upon any renewal or extension of the Agreement as required by Section 787.06.

10.3 Foreign Country of Concern Attestation. Concurrently with its execution of this Agreement, Medical Services Entity has executed an affidavit (Exhibit F) which has been signed by an officer or representative of Medical Services Entity under penalty of perjury attesting that Medical Services Entity does not meet any of the criteria stated in Florida Statutes, § 287.138(2), as that statute may be subsequently revised or amended. Receipt of the required affidavit is a condition precedent to this Agreement. Medical Services Entity shall provide the County the same type of affidavit upon any renewal or extension of the Agreement as required by Section 287.138.

10.4 Public Entity Crimes. Medical Services Entity certifies compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, as amended from time to time, which provides that 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Medical Service Entity, supplier, subMedical Service Entity, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list." The Medical Services Entity acknowledges that this Agreement shall be void if they have violated the above-referenced statute. Additionally, the Medical Services Entity shall ensure compliance with the U.S. Department of Health Office of Inspector General Medicare/Medicaid fraud, waste, and abuse requirements.

10.5 Public Meetings and Records.

a. The Medical Service Entity 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 Medical Service Entity 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 Medical Service Entity 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 Medical Service Entity 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 Medical Service Entity 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 Medical Service Entity or keep and maintain public records required by the County to perform the service. If the Medical Service Entity transfers all public records to the County upon completion of this Agreement, the Medical Service Entity shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Medical Service Entity keeps and maintains public records upon completion of this Agreement, the Medical Service Entity 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 MEDICAL SERVICE ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MEDICAL SERVICE ENTITY'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

10.6 Additional Assurances. The provisions of this Agreement shall be self-operative and shall require no further agreement by the parties except as may be specifically provided in this Agreement. However, at the request of either party, the other party shall execute such additional instruments and make such additional acts as may be reasonably requested in order to effectuate this Agreement. Additional instruments require agreement by both parties.

10.7 Governing Law. This Agreement shall be governed by and construed in accordance with the applicable Federal laws and regulations, laws of the State of Florida and local ordinance. Venue will be in Polk County, Florida, or in the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

10.8 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns. The County may not assign this Agreement without the Medical Services Entity's prior written consent except that the County may assign this Agreement to an entity related to the County by ownership or control or to any successor organization without the Medical Services Entity's prior written consent. The Medical Services Entity may not assign this Agreement without the County's prior written consent, except that the Medical Services Entity may assign this Agreement to an entity related to the Medical Services Entity by ownership or control or to any successor organization without the County's prior written consent.

10.9 Waiver. No waiver by either party of any breach or violation of any provision of this Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provisions.

10.10 Force Majeure. Neither party shall be liable for nor deemed to be in default for any delay or failure to perform under this Agreement deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work interruptions by either party's employees or any other cause beyond the reasonable control of either party.

10.11 Time is of the Essence. Time is of the essence in this Agreement. The parties shall perform their obligations within the time specified.

10.12 Notice. Any notice, demand or communication required, permitted or desired to be given pursuant to this Agreement shall be deemed effectively given when personally delivered or sent by fax with copy sent by overnight courier, addressed as follows:

MEDICAL SERVICES ENTITY:
Aaron Hill, President & CEO
Hill Orthopedic Center, LLC
4125 Hunters Park Lane, Suite 117
Orlando, FL 32837

COUNTY:
Paula McGhee, Provider Services & Contract Manager
Polk County, Health and Human Services Division
Polk HealthCare Plan
2135 Marshall Edwards Drive
Bartow, FL 33830-6757
Tel 863-519-2003

or to such other address as such party has specified by notice in writing to the other party. Notice shall be deemed to have been duly given when: (a) received, if personally delivered; (b) the day after it is sent, if sent by recognized expedited delivery service; or (c) three (3) days after it is sent, if mailed, first class mail, postage prepaid.

10.13 Entire Agreement. This Agreement is the entire agreement between the parties, and it may not be modified or amended except by agreement in writing between the parties hereto.

10.14 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 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.

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 duly execute this Agreement as of the Effective Date.

MEDICAL SERVICES ENTITY
Hill Orthopedic Center, LLC

BY: _____
Aaron Hill, President & CEO

DATE: 05/11/2026

_____
WITNESS

_____
WITNESS

POLK COUNTY, a political subdivision of the State of Florida

BY: _____
Martha Santiago, Ed. D., Chair

DATE: _____

ATTEST: Stacy M. Butterfield, Clerk

BY: _____
Deputy Clerk

Approved as to form and legal sufficiency:

_____
County Attorney's Office

EXHIBIT A
TOTAL COMPENSATION

Specialty Care Provider Services

I. **Provider Reimbursement:**

a. The Plan shall compensate physicians for covered services at the rate of one hundred percent (100%) of the first Medicare rate published after January of each year, and as set forth in the Physician Fee Schedule, as published and updated by the Center for Medicare and Medicaid Services (CMS), plus the Plan Member copay.

b. Once the Medicare rates have been published in January of each year, there will be no adjustments to the fee schedule during the calendar year.

c. The Medical Services Entity or the Medical Services Entity's Designee shall collect a copay from the Member for each office visit. The co-payment amount will not be deducted from the compensation reimbursed by the Plan as defined below.

The following copays apply to Plan Members.

POLK HEALTHCARE PLAN
MEDICAL CARD

Essential Care Choices Card
$5.00 Office Visit – Orthopedics
$10.00 Office Visit – Pain Management
$5.00 Office Visit – Physical/Occupational Therapy
$5.00 Office Visit – Podiatry
$3.00 Radiology Services/X-rays

Chronic Care Choices Card
$5.00 Office Visit – Orthopedics
$10.00 Office Visit – Pain Management
$3.00 Office Visit – Physical/Occupational Therapy
$3.00 Radiology Services/X-rays

EXHIBIT B
COVERED SERVICES

The Medical Services Entity will provide Specialty Care Services including but not limited to:

Orthopedic Surgery

Pain Management

Physical & Occupational Therapy

Podiatry

Wound Care

Specialties mutually agreed upon may be added without need to amend the agreement.

EXHIBIT C
PRECERTIFICATION LIST

Precertification is only required for the following services:

Inpatient Admissions

Acute Inpatient medical & surgical admissions only

Outpatient – Surgery

Abdominoplasty
Autologous chondrocyte implantation, Caritcel
Back Surgeries
Blepharoplasty
Cervicoplasty (neck lift)
Facial skin lesions (MOHS, Photo therapy, laser therapy)
Hysterectomy (including prophylactic)
IDET (Thermal Intradiscal Procedures)
Liposuction/lipectomy
Mammoplasty, augmentation and reduction (includes removal of implant)
Mastectomy, gynecomastia and prophylactic
Orthognathic procedures (ex: Genioplasty, LeFort osteotomy, Mandibular ORIF, TMJ)
Osteochondral Allograft, knee
Otoplasty
Palatopharyngoplasty (UPPP for snoring)
Panniculectomy
Rhinoplasty
Rhytidectomy
Scar revisions
Septoplasty
Varicose vein surgery/sclerotherapy

A precert is a determination of medical necessity only; it is not a guarantee of benefits or payment for services rendered.

EXHIBIT D
INSTRUCTIONS FOR VERIFICATION OF ENROLLMENT

The following sources of enrollment verification shall be made when providing services to a Plan Member.

1. Each Member receives an identification card upon enrollment in the Plan. The card should always be presented to the Medical Services Entity when services are requested by Member and prior to receipt of services. The Medical Services Entity shall confirm eligibility by contacting the County or its third party administrator. It shall be the responsibility of the Medical Services Entity to confirm active enrollment prior to services being rendered.

2. If inpatient-admission certification is required for Member, the Medical Services Entity shall confirm admission certification approval, including contacting the County's representative or its third party administrator, when necessary.

Polk HealthCare Plan – Medical Card

FRONT OF CARD

POLK COUNTY

Community Health Care
Polk HealthCare Plan
Enrollment Card

Member ID: _____
Member Name: _____
Primary Care Physician: _____
Office Phone #: _____
Plan Type: _____
Eligibility Period: _____ **to** _____
Co-Pay: $1 PCP / $25 ER

BACK OF CARD

NOTICE TO MEMBER:
Please present this card each time you require any medical service with a contracted provider of the Polk HealthCare Plan, within Polk County, Florida. This card is not transferrable and is only valid for the eligibility period listed on the front. ***Do not alter or share this card with others as you will lose your governmental assistance provided by Polk County Indigent Health Care Tax.***

NOTICE TO PROVIDERS:

Eligibility Appointments & Inquiries
Call (863) 533-1111

AHH Pre-Certification
Fax (844) 241-9075

Paper Claim Submission
Meritain Health
PO Box 853921
Richardson, TX 75085-3921

Claims and Benefit Information
Call (888) 850-8222

Electronic Claim Submission
WebMD Emdeon 41124
McKesson/Relay Health 1761

DISCLAIMER: THIS VERSION OF THE CARD IS EFFECTIVE BEGINNING 9/1/24 AND MAY BE SUBJECT TO CHANGE. PLEASE WATCH THE POLK HEALTHCARE PLAN WEBSITE.

EXHIBIT E
NO COERCION FOR LABOR OR SERVICES AFFIDAVIT

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 Aaron Hill - 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.

Hill Orthopedic Center, LLC

NONGOVERNMENTAL ENTITY



SIGNATURE

Aaron Hill

PRINT NAME

President

TITLE

05/11/2026

DATE

EXHIBIT F
FOREIGN COUNTRY OF CONCERN AFFIDAVIT
(PUR 1355)

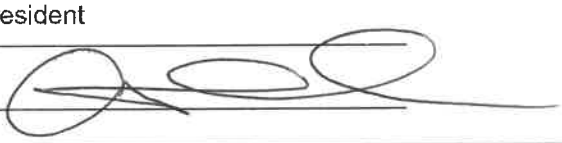
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Hill Orthopedic Center, LLC (Name of Entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

PRINTED NAME: Aaron Hill

TITLE: President

SIGNATURE:  DATE: 05/11/2026

Florida's Crossroads of Opportunity

Polk HealthCare Plan
Provider Services
2135 Marshall Edwards Drive
Bartow, Florida 33830

POLK COUNTY

Board of County Commissioners

PHONE: 863-533-1111
FAX: 863-519-2045
www.polk-county.net

INDIGENT HEALTH CARE DIVISION

September 23, 2016

Nathan Hill, MD
Hill Orthopedic Center, LLC
4125 Hunters Park Lane, Suite 117
Orlando, FL 32837

RE: Participation in the Polk HealthCare Plan Provider Network
(Contract No. 16-099-IHC)

Dr. Hill:

For your records, enclosed is the executed Medical Services Agreement between Polk County Board of County Commissioners and your organization as a contracted provider with the Polk HealthCare Plan.

AS A REMINDER:

- **Lab Services** – All blood work must go through Laboratory Corporation of America only. All pathology must go to Laboratory Corporation of America or Micro Path Labs only.
- **X-rays** - Simple bone and joint x-rays may be done in your office without pre-service authorization, if indicated on your exhibit. All other x-rays must have pre-service authorization. If you do not have x-ray capabilities in your office, the member must go to one of our contracted radiology groups: Advance Tech Radiology (ATR), Radiology & Imaging, PM Radiology, or Highland MRI.
- **Pharmacy** – Please refer to the Polk HealthCare Plan's Formulary Drug List provided by WellDyneRX Pharmaceutical Company
- **Authorizations** - All services not listed on your Exhibit B, Covered Services, require prior Plan Authorization
- **Medically Needy Share of Cost Program (MNSOC)** - The Polk HealthCare Plan will continue to enroll members who currently have Medicaid Share of Cost until the 500 member goal is met. ***If you are not a Medicaid Provider this does not apply to you.*** However, if you are a Medicaid Provider and are not currently participating in this program and would like to participate please contact Provider Services at (863) 519-2003. For authorized services, the Plan will pay the member's share of cost at 100% of the Medicare rate. Once the member's share of cost is met, services must be billed directly to Medicaid.

The Polk HealthCare Plan greatly values the service you provide in our community and looks forward to your continued partnership and services to the residents of Polk County in the years to come.

If you have any questions, please do not hesitate to contact me at (863) 534-5377 or via email at esthergriffith@polk-county.net or Paula McGhee, Provider Services Manager at (863) 519-2003 or via email at paulamcghee@polk-county.net.

Sincerely,

Esther Griffith
Provider Services Representative

Enclosure(s)

CERTIFIED MAIL – RETURN RECEIPT REQUESTED
7015 0640 0001 2671 3450

MEDICAL SERVICES AGREEMENT
FOR ORTHOPEDICS

This Agreement ("Agreement") is made effective from the **1st** day of **October, 2016** ("Effective Date") by and between **Hill Orthopedic Center, LLC**, ("Medical Services Entity"), and Polk County, a political subdivision of the State of Florida ("**COUNTY**") (Medical Services Entity and **COUNTY** shall be jointly referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the County has an indigent health care plan, hereinafter known as the Polk HealthCare Plan (further defined herein and hereinafter referred to as the "Plan"), and wishes to arrange for the provision of medical services to certain eligible County residents ("Members");

WHEREAS, the Medical Services Entity is comprised of, or contracts with, one or more Qualified Providers (hereinafter defined) capable of meeting the credentialing criteria of the County;

WHEREAS, the County desires to engage the Medical Services Entity to deliver, or arrange for the delivery of medical services to the Members of its Plan; and

WHEREAS, the Medical Services Entity is willing to deliver or arrange for the delivery of such services on the terms specified herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Claim. A statement of services submitted to the County by the Medical Services Entity following the provision of Covered Services to a Member that shall include the Member's demographics, diagnosis or diagnoses (ICD10 Codes), date(s) of service, CPT/HCPCS codes, place of service, authorization number, referring provider if applicable, treating provider and the member name, member address, member date of birth, Plan eleven-digit member identification number and provider to be paid for services rendered to the Member submitted on an approved CMS 1500 Form.

1.2 County. The designated division of the county government of Polk County, Florida, Polk HealthCare Plan, Indigent Health Care Division or its authorized agent as applicable.

1.3 County Notice. A communication by the County to the Medical Services Entity informing the Medical Services Entity of the terms of the Plan, modifications to the Plan, and any other information relevant to the provision of Covered Services pursuant to this Agreement.

1.4 Co-payment. A charge which may be collected directly by a Medical Services Entity or Medical Services Entity's designee from a Member in accordance with the Plan.

1.5 Covered Services. Health care services to be delivered by or through Medical Services Entity to Members pursuant to this Agreement, as further defined in ARTICLE II.

1.6 Urgent Care. Care provided to Members who have an injury or illness that is not life – threatening but could result in serious injury or disability unless medical attention is immediately received. These conditions are not serious enough to require a visit to the Emergency Room.

1.7 Routine Care /Well Care. Care provided to Members as follow-up to a previously treated condition or illness and care for the diagnosis and treatment of acute and chronic illnesses, as well as preventive treatment, including patient counseling/education.

1.8 Emergent Care. Emergent conditions are those conditions where there is the potential for life-threatening or limb threatening complications, or where those complications are reasonably perceived by the member. The treatment of such perceived conditions should be severe enough that these could not have been treated in the Provider office or urgent care setting.

1.9 Polk HealthCare Plan Members. Any individual(s) who has/have been determined eligible by the County and is/are enrolled in the Plan or individuals covered by Polk County's Indigent Health Care Tax "Medically Needy – Medicaid Share of Cost" program.

1.10 Medically Necessary. Health care services that a reasonably prudent Provider would deem necessary for the diagnosis or treatment of illness or injury or to improve the functioning of a Member.

1.11 Medical Services Entity. An individual or group of Qualified Providers, who are capable of meeting the credentialing criteria of the Plan.

1.12 Covered Services. Health care services that are Covered Services, as defined by the Plan.

1.13 Payer. The entity or organization directly responsible for the payment of Covered Services to the Medical Services Entity under the Plan.

1.14 Polk HealthCare Plan. A government assistance program to provide health care services, which is funded by a discretionary sales surtax (as authorized pursuant to F.S. 212.055(7)) and administered by the County for the benefit of Members, as it may be modified from time to time, and all the terms, conditions, limitations, exclusions, benefits, rights and obligations thereof to which County and Members are subject.

1.15 Protected Health Information (PHI). Information that is (a) created or received by a Medical Services Entity; (b) relates to: (1) the past, present, or future physical or mental health or condition of an individual; (2) the provision of health care to an individual; or (3) the past, present, or future payment for the provision of health care to an individual; and (c) identifies the individual or there is a reasonable basis to believe the information can be used to identify the individual. PHI does not include information excluded from HIPAA's definition of "protected health information" in 45 C.F.R. 160.103.

1.16 Qualified Provider. A doctor of medicine or osteopathy, certified nurse practitioner or physician assistant licensed to practice in the State of Florida, who possesses an unencumbered Florida license, and who provides Covered Services to Members as contemplated in this Agreement.

1.17 Quality Management. The process designed by the County to monitor and evaluate the quality and appropriateness of care, pursue opportunities to improve care, and resolve identified problems in the quality and delivery of care.

1.18 Total Compensation. The total amount payable by Payer and Member for Covered Services furnished pursuant to this Agreement. The Total Compensation is defined herein pursuant to EXHIBIT A, attached hereto and incorporated into this Agreement by reference.

1.19 Medical Management. The process by which the County, or a duly appointed and authorized entity to which such responsibility has been delegated by the County, together with the Medical Services Entity, will determine whether the Covered Services furnished to Members were Medically Necessary and the processes that will govern utilization, including concurrent review, case management, disease management, and all other processes affecting the medical care of Members. The Medical Services Entity may appeal any decision related to pre-service requests pursuant to Section 5.2 herein.

ARTICLE II
DELIVERY OF SERVICES

2.1 Covered Services. The Medical Services Entity shall provide or, through its Qualified Providers, arrange for the Members the provision of, Covered Services that are identified in EXHIBIT B, attached hereto and made a part of this Agreement by reference. All Covered Services shall be provided in accordance with generally accepted clinical and legal standards, consistent with medical ethics governing the Qualified Provider.

2.2 Verification of Members. Except in the case of emergency, in order to guarantee payment, the Medical Services Entity shall utilize a Member's identification card, which has been chosen by the County to verify and confirm that Member's eligibility for Covered Services prior to rendering any such Covered Services pursuant to the instructions provided in EXHIBIT C attached hereto and made a part of this Agreement by reference.

2.3 Integrated, Coordinated Service Delivery Model. In order to allow additional numbers of Polk County citizens to receive health care at a reduced-cost rate while still ensuring comprehensive integrated, quality care, the County has agreed to arrange for and finance care for additional numbers of Polk County citizens through Florida Medicaid's "Medically Needy" (or Medicaid Share of Cost) program. To ensure integration and quality of care, each Medical Services Entity will be responsible for (a) identifying other area options for Medicaid service provision, (b) referring patients to another provider of the type provided by the Medical Services Entity, or (c) being a licensed, practicing Florida Medicaid provider who is actively taking Medicaid patients and thereby providing Covered Services to those persons deemed Medically Needy pursuant to the terms of this Agreement.

ARTICLE III
COMPENSATION AND RELATED TERMS

3.1 Compensation. The Medical Services Entity, or its designee, shall accept the Total Compensation as full payment for the provision of Covered Services.

3.2 Billing for Covered Services. The Medical Services Entity shall submit a Claim to the County and, in the event the Claim is consistent with the compensation terms under EXHIBIT A, the County shall pay the Medical Services Entity for Covered Services rendered to Members and those persons deemed Medically Needy, in accordance with the terms of this Agreement. The Medical Services Entity shall arrange for all Claims for Covered Services to be submitted to the County within one hundred and eighty (180) days from the date of service. If additional information is required or needed by the County to evaluate or validate the original Claim submitted by the Medical Services Entity for payment, the provider will have an additional ninety (90) days from the date of the initial claim denial to resubmit a corrected claim. The Medical Services Entity shall submit such claims on a billing form CMS-1500 or on any other form that the County directs the Medical Services Entity, in writing, to utilize. If the Medical Services Entity does not submit a Claim to the County in a timely manner, the County may, at its discretion, deny payment.

3.3 Co-payments to be Collected from Members. When the Plan requires Members to make Co-payments, such Co-payments shall be collected from the Member at the time the service is rendered by the Medical Services Entity or one of its Qualified Providers. The County shall inform or educate Members that Members must make a Co-payment at the time the service is rendered and that this practice is mandatory for all Members. At no time shall the Medical Services Entity bill a Member for any balance remaining in relation to a bill after the Total Compensation has been applied to the same. Additional copays may apply to the Medically Needy population and are governed by the Medicaid Rules.

3.4 Promptness of Payment. The County shall remit to the Medical Services Entity the County's portion of the Total Compensation, as specified in EXHIBIT A, within forty-five (45) days of receipt of a Claim by the Medical Services Entity. This Claim shall be sufficient in detail so that the County is able to reasonably determine the amount to be paid. If additional information is required or needed by the County to

evaluate or validate the original Claim submitted by the Medical Services Entity for payment, the provider will have an additional ninety (90) days from the date of the initial claim denial to resubmit a corrected claim.

The County shall affirm and pay any valid claims within forty-five (45) days of receipt of such additional information. All payments to the Medical Services Entity shall be considered final unless adjustments are requested, in writing to the County by the Medical Services Entity within ninety (90) days following receipt of the payment explanation from the Payer.

If payment has been made to the Medical Services Entity by the County for a non-covered service, the Medical Services Entity shall promptly refund such payment provided written notice of payment for such non-covered service has been made by the County within ninety (90) days of receipt of the Medical Services Entity's Claim.

For purpose of payment, "prompt payment" may be defined as "within ninety (90) days." The Medical Services Entity agrees that it shall not bill and collect any amount pursuant to this Agreement for charges incurred by Members to the extent that such charges result from an error made by the Medical Services Entity. An error shall include, but not be limited to, duplicate billing for a Covered Service provided only once and any services which were not actually rendered. If the County concludes that such an erroneous billing or collection has been made, the County shall notify the Medical Services Entity of the error. Upon receipt of this notification, the Medical Services Entity shall promptly withdraw the billing or that part which is in error, or reimburse the County for such amounts already paid to the Medical Services Entity pursuant to the erroneous billing.

3.5 Payer of Last Resort. Under no circumstances shall Medical Services Entity bill the Plan or the Plan pay any Member bill until and unless all other sources of other Member coverage have been billed and payment has been denied by the same. Should a Plan member be determined to have other coverage for services provided by Medical Services Entity under any other contractual or legal benefit, including, but not limited to, Medicaid, Medicare, worker's compensation insurance, motor vehicle insurance or a private group or indemnification program, Medical Services Entity is expected to bill the said entity as the primary payer. If the Plan paid for services and other coverage is later discovered, the Medical Services Entity must reimburse the County by recoup, refund or adjustments.

3.6 Sole Source of Payment. Only after other payer sources have been exhausted, Medical Services Entity will pursue payment of any Claim from the County for Medically Necessary Covered Services of Members and those deemed Medically Needy. Medical Services Entity shall make no charges or claims against the Plan Members for Covered Services except for Co-payments as previously authorized.

ARTICLE IV
MEDICAL SERVICES ENTITY'S OBLIGATION

4.1 Licensed/Good Standing. The Medical Services Entity represents that each of its Qualified Providers, are and shall remain licensed and/or registered who possesses an unencumbered Florida license to practice medicine and, if such Medical Services Entity is an entity, such entity is registered and in good standing in the State of Florida. Failure to maintain licensure will be grounds for immediate termination of this Agreement under Section 8.2.

4.2 Nondiscrimination. The Medical Services Entity agrees that it and each of its Qualified Providers shall not differentiate or discriminate in its provision of Covered Services to Members because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, income, health status, disability or age. Further, the Medical Services Entity agrees that its Qualified Providers shall render Covered Services to Members in the same manner, in accordance with the same standards, and within the same time availability as such services are offered to patients not associated with the Plan and consistent with medical ethics and applicable legal requirements for providing continuity of care.

4.3 Standards. Covered Services provided by or arranged for by the Medical Services Entity shall be delivered only by professional personnel qualified by licensure, training or experience to discharge their responsibilities and operate their facilities in a manner that complies with generally accepted standards in the industry.

4.4 Credentialing of Qualified Providers. The Medical Services Entity acknowledges that the County may delegate to it, at the County's discretion, all credentialing responsibilities and authority with respect to Qualified Providers, and/or other practitioners. This delegation will be accepted by the Medical Services Entity, if so directed by the County.

4.5 Authority. The Medical Services Entity shall, and hereby does, represent and warrant that it has full legal power and authority to bind its Qualified Providers to the provisions hereof. The Medical Services Entity shall communicate with its Qualified Providers regarding all matters relating to this Agreement and the services to be performed hereunder.

4.6 Administrative Procedures. The Medical Services Entity and each of its Qualified Providers shall comply with the policies and procedures established by the County and pursuant to the Plan, to the extent the Medical Services Entity has received notice of the same, consistent with the terms of this Agreement.

4.7 Use of Names for Marketing. The Medical Services Entity and each of its Qualified Providers shall permit the County to utilize the name, address, and telephone number of it or its Qualified Providers, in the County's list of Medical Services Entities, which will be distributed to Members. Such rights shall not extend to the listing of such Qualified Providers or Medical Services Entity in any newspaper, radio, or television advertising without receiving the prior written consent of said Medical Services Entity. Time is of the essence and approval will not be unreasonably withheld.

4.8 Provision of Covered Services. The Medical Services Entity agrees to provide or arrange for the provision of Covered Services, from Monday through Friday, 8:00 am to 5:00 pm. Covered Services include after-hours telephone access to a professional who is qualified to aid the Members in medical decision making regarding urgent/emergent care and to make any of the following recommendations to a Member who needs Emergency Care experiencing pain or other unusual symptoms: a.) treat pain or symptoms at home and come in to see the Medical Services Entity on the next day; b.) go to an urgent care center; c.) go to an emergency room.

4.9 Noninterference with Medical Care. Nothing in this Agreement is intended to create (nor shall be construed or deemed to create) any right of the County to intervene in any manner in the methods or means by which the Medical Services Entity renders health care services or provides health care supplies to Members. Nothing herein shall be construed to require the Medical Services Entity to take any action inconsistent with professional judgment concerning the medical care and treatment to be rendered to Members.

4.10 Best Efforts. The Medical Services Entity shall use best efforts to participate in such utilization review programs, medical necessity reviews, coordination of benefit activities, and cost containment activities, as are provided under the Plan.

4.11 Evaluation and Quality Management. The Medical Services Entity is expected to have their own quality management programs in place. These programs should include ongoing monitoring of quality of care, documentation, qualifications for professional staff and requirements for ongoing training of professional and support staff. The quality management process is expected to include annual satisfaction surveys of adults receiving primary care services. The Plan will conduct ongoing process evaluation activities for the program. The Plan's designee or the Plan's Medical Management Section will visit Qualified Providers to conduct paper chart reviews onsite or offsite to ensure that performance specifications are met. The Plan will review claims data, and Medical charts. The Plan may request to schedule activities in advance.

4.12 Health Insurance Portability and Accountability Act (HIPAA). The Medical Services Entity warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the provisions of the Privacy and Security Rule adopted by the Department of Health and Human Services ("HHS").

ARTICLE V
COUNTY'S OBLIGATIONS

5.1 Deemed Notification. The County shall notify the Medical Services Entity in writing of all policies, procedures, rules, regulations, and schedules, that the County considers material to the performance of this Agreement and relevant amendments. Except in the event of emergency, or unless the County directs otherwise in writing, thirty (30) days from the date of notification will be considered sufficient notice to effect a change in policy under the plan.

5.2 Appeal of a Pre-Service Denial. The Medical Services Entity or Qualified Provider shall have the right to appeal any denial by the County of a pre-service request for authorization of services by the Medical Management Section. There shall be a general appeals process for requested Covered Services of a routine nature, and an expedited appeals process for requested Covered Services of an urgent/emergent nature. The final decision of whether to expedite the appeal will be made by the County, in its sole discretion. There will be one level of appeal for denials made on a clinical basis. For clinical appeals, the Medical Services Entity will have sixty (60) days to appeal from the date of denial of the initial service request.

5.3 Appeal of a Claim Denial. For denial of payment of Claims, the Medical Services Entity will have sixty (60) days from the date of the final denial of a Claim to submit an appeal of the denial. "Final denial" of a Claim will occur upon the completion of the ninety (90) day period that a Medical Services Entity is afforded to resubmit a corrected Claim, if no corrected Claim is provided in such 90-day time period or if the corrected Claim is subsequently denied and an additional ninety (90) day period has elapsed without further corrected Claim submitted by the Medical Services Entity. The appeals decision whether to uphold or overturn a Claim appeal will be communicated to the Medical Services Entity within forty-five (45) days from the date the Medical Services Entity submitted the appeal using an Explanation of Payment form ("EOP").

5.4 Provider Grievances. The County shall establish and maintain systems to process and resolve any grievance a Qualified Provider has against the County.

5.5 Quality Management Monitors. As the Plan is committed to the quality of care provided to its Members, the Plan has identified preventive health services and certain medical conditions to be reviewed as quality indicators. These guidelines, adopted by the Plan's Medical Management Committee, will be used to develop key indicators which will be monitored by the Plan for primary care and select specialty Qualified Providers. The Medical Services Entity, at the Plan's request, will furnish data to the Plan for review. The data will be analyzed and compared to peer and national standards. This data will be discussed with the Medical Services Entity and the Medical Management Committee. Any Medical Services Entity who falls outside the range for these indicators may be put on a corrective action plan by the Plan and monitored on a more rigorous basis. If the Medical Services Entity fails to show significant improvement, the provider may be terminated from the Plan.

5.6 Health Insurance Portability and Accountability Act (HIPAA). The County warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the provisions of the Privacy and Security Rule adopted by the Department of Health and Human Services ("HHS").

ARTICLE VI
INSURANCE

6.1 Medical Services Entity Insurance. The Medical Services Entity shall require each Qualified Provider to maintain, at all times, in limits and amounts as required by Florida law, a professional liability insurance policy and other insurance or other liability bond as shall be necessary to insure such Qualified Provider against any claim for damages arising directly or indirectly in connection with the performance or nonperformance of any services furnished to Members by such Qualified Provider. In the event that the

Medical Services Entity discovers that such insurance coverage is not maintained, the Medical Services Entity shall immediately, upon making such discovery, ensure that such Qualified Provider discontinues the delivery of Covered Services to Members until such insurance is obtained and notify the Plan in writing of the same. A Certificate of Insurance, reflecting the minimal insurance coverage shall be provided to the County and Medical Services Entity prior to commencement of this Agreement.

ARTICLE VII
INDEMNIFICATION

7.1 Indemnification. The Medical Services Entity shall indemnify and hold harmless the County, its agents, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the County, its agents, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any action of commission, omission, negligence or fault of the Medical Services Entity, or its Qualified Providers committed in connection with this Agreement, the Medical Services Entity's performance hereof or any work performed hereunder. The Medical Services Entity shall indemnify and hold harmless the County, its agents, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description arising from, based upon or growing out of the violation of any Federal, State, County or City law, ordinance, rule or regulation by the Medical Services Entity, or its Qualified Providers.

ARTICLE VIII
TERM AND TERMINATION

8.1 Term. This Agreement shall commence as of the Effective Date and shall be ongoing unless terminated upon sixty (60) days' prior written notice by either party to the other, or until terminated pursuant to this Article.

8.2 Termination for Cause. In the event either party shall fail to keep, observe or perform any covenant, term or provision of this Agreement applicable to such party, the other party shall give the defaulting party written notice that specifies the nature of said default. If the defaulting party fails to cure such default within thirty (30) days after receipt of such notice, the non-defaulting party may terminate this Agreement upon five (5) days' written notice. It shall be grounds for immediate termination if the County loses its ability to underwrite or administer the Plan or if any Qualified Provider suffers a loss or suspension of medical license, a conviction of a felony, or a loss of credentials for stated quality reasons under the Plan.

8.3 Voluntary Termination. At any time during the term of this Agreement, this Agreement may be terminated for any reason, with or without cause, by either party upon written notice given at least sixty (60) days in advance of the effective date of termination.

8.4 Termination for Failure to Satisfy Financial Obligations. If either party or a Payer is (a) more than sixty (60) days behind in its financial obligations to its creditors, or (b) files in any court of competent jurisdiction: (1) a petition in bankruptcy, (2) a petition for protection against creditors, (c) has such a petition filed against it that is not discharged within ninety (90) days, or (d) files or makes an assignment for the benefit of creditors, this Agreement may be terminated by the other party in its entirety or with respect to the Payer upon five (5) days' written notice.

8.5 Effect of Termination. This Agreement shall remain in full force and effect during the period between the date that notice of termination is given and the effective date of such termination. As of the date of termination of this Agreement, this Agreement shall be of no further force and effect, and each of the parties hereto shall be discharged from all rights, duties, and obligations under this Agreement, except that the County shall remain liable for Covered Services then being rendered by Qualified Providers to Members who retain eligibility under the applicable Plan or by operation of law until the episode of illness then being treated is completed and the obligation of the County to pay for Covered Services rendered pursuant to this Agreement is discharged. Payment for such services shall be made pursuant to the Total Compensation specified in EXHIBIT A.

ARTICLE IX
DISPUTE RESOLUTION

9.1 Initial Mediation of Dispute. In the event of a dispute between the parties to this Agreement, the following procedure shall be used to resolve the dispute prior to either party pursuing other remedies:

a. A meeting shall be held within seven (7) days at which all parties or party representatives will be present or represented by individuals (the "Initial Meeting").

b. If, within thirty (30) days following the Initial Meeting, the parties have not resolved the dispute, the dispute shall be submitted to mediation directed by a mediator mutually agreeable to the parties and not regularly contracted or employed by either of the parties ("Mediation"). Each party shall bear its proportionate share of the costs of Mediation, including the mediator's fee.

c. The parties agree to negotiate in good faith in the Initial Meeting and in Mediation.

9.2 Legal Remedies. If, after a period of sixty (60) days following commencement of Mediation, the parties are unable to resolve the dispute, either party may pursue all available legal and equitable remedies. Each party shall be responsible for its own attorneys' fees and costs, including attorneys' fees, costs, and expenses incurred for any appellate proceedings.

ARTICLE X
MISCELLANEOUS

10.1 Nature of Medical Services Entity. In the performance of the work, duties and obligations of the Medical Services Entity under this Agreement, it is mutually understood and agreed that the Medical Services Entity and each of its Qualified Providers are at all times acting and performing as independent Medical Service Entities, practicing medicine or providing for the delivery of medical services and under no circumstances shall the Medical Services Entity or any of its Qualified Providers be deemed employees of the County.

10.2 Public Entity Crimes. Medical Services Entity certifies compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, which states that 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 be awarded or perform work as a Medical Service Entity, supplier, subMedical Service Entity, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." The Medical Services Entity acknowledges that this Agreement shall be void if they have violated the above-referenced statute. Additionally, the Medical Services Entity shall ensure compliance with the U.S. Department of Health Office of Inspector General Medicare/Medicaid fraud, waste, and abuse requirements.

10.3 Public Meetings and Records.

a. The Medical Service Entity 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 Medical Service Entity 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 Medical Service Entity 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 Medical Service Entity 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 Medical Service Entity 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 Medical Service Entity or keep and maintain public records required by the County to perform the service. If the Medical Service Entity transfers all public records to the County upon completion of this Agreement, the Medical Service Entity shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Medical Service Entity keeps and maintains public records upon completion of this Agreement, the Medical Service Entity 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 MEDICAL SERVICE ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MEDICAL SERVICE ENTITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

10.4 Additional Assurances. The provisions of this Agreement shall be self-operative and shall require no further agreement by the parties except as may be specifically provided in this Agreement. However, at the request of either party, the other party shall execute such additional instruments and make such additional acts as may be reasonably requested in order to effectuate this Agreement. Additional instruments require agreement by both parties.

10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the applicable Federal laws and regulations, laws of the State of Florida and local ordinance. Venue will be in Polk County, Florida, or in the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

10.6 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns. The County may not assign this Agreement without the Medical Services Entity's prior written consent except that the County may assign this Agreement to an entity related to the County by ownership or control or to any successor organization without the Medical Services Entity's prior written consent. The Medical Services Entity may not assign this Agreement without the County's prior written consent, except that the Medical Services Entity may assign this Agreement to an entity related to the Medical Services Entity by ownership or control or to any successor organization without the County's prior written consent.

10.7 Waiver. No waiver by either party of any breach or violation of any provision of this Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provisions.

10.8 Force Majeure. Neither party shall be liable for nor deemed to be in default for any delay or failure to perform under this Agreement deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work interruptions by either party's employees or any other cause beyond the reasonable control of either party.

10.9 Time is of the Essence. Time is of the essence in this Agreement. The parties shall perform their obligations within the time specified.

10.10 Notice. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or sent by fax with copy sent by overnight courier, addressed as follows:

MEDICAL SERVICES ENTITY:
Nathan Hill, MD
Hill Orthopedic Center, LLC
4125 Hunters Park Lane
Suite 117
Orlando, FL 32837
Tel 407-447-7001
Fax 407-447-7006

COUNTY:
Joy Johnson, Director
Indigent Health Care Division
Polk HealthCare Plan
Polk County, Board of County Commissioners
2135 Marshall Edwards Drive
Bartow, FL 33830-6757
Tel 863-534-5204

or to such other address as such party has specified by notice in writing to the other party. Notice shall be deemed to have been duly given when: (i) received, if personally delivered; (ii) the day after it is sent, if sent by recognized expedited delivery service; or (iii) three (3) days after it is sent, if mailed, first class mail, postage prepaid.

10.11 Entire Agreement. This Agreement is the entire agreement between the parties, and it may not be modified or amended except by agreement in writing between the parties hereto.

10.12 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 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.

IN WITNESS WHEREOF, the parties hereto duly execute this Agreement as of the day and year first written above.

MEDICAL SERVICES ENTITY
Hill Orthopedic Center, LLC

BY: _____
Nathan Hill, MD

DATE: 8/31/2016

_____
WITNESS

_____
WITNESS

POLK COUNTY, a political subdivision of the State of Florida

BY: _____
John Hall, Chairman

DATE: 9/20/16 Q.24

ATTEST: Stacy M. Butterfield, Clerk

BY: _____
Deputy Clerk

Reviewed as to form:

_____ 9/14/16
County Attorney Date

EXHIBIT A
TOTAL COMPENSATION

Specialty Care Provider Services
ORTHOPEDICS

I. Provider Reimbursement:

a. The Plan shall compensate physicians for covered services at the rate of one hundred percent (100%) of the first Medicare rate published after January of each year, and as set forth in the Physician Fee Schedule, as published and updated by the Center for Medicare and Medicaid Services (CMS), plus the Plan Member copay.

b. Once the Medicare rates have been published in January of each year and updated in MCO, Plan's software system, there will be no adjustments to the fee schedule during the calendar year.

c. The Medical Services Entity or the Medical Services Entity's Designee shall collect a copay from the Member for each office visit. The co-payment amount will not be deducted from the compensation reimbursed by the Plan as defined below.

The following copays apply to Plan Members.

POLK HEALTHCARE PLAN
MEDICAL CARD

Essential Care Choices Card	Chronic Care Choices Card
$5.00 Office Visit	$5.00 Office Visit
$3.00 Radiology Services/X-rays	$3.00 Radiology Services/X-rays

POLK HEALTHCARE PLAN
MEDICALLY NEEDY SHARE OF COST CARD

Essential Care Choices Card	Chronic Care Choices Card
$5.00 Office Visit	$5.00 Office Visit
$3.00 Radiology Services/X-rays	$3.00 Radiology Services/X-rays

EXHIBIT B
COVERED SERVICES – SPECIALTY CARE PROVIDERS

ORTHOPEDICS

The following do not require pre-service approval:

CPT Codes	Test
	All basic bone and joint x-rays
20526	Injection, therapeutic (eg, local anesthetic, corticosteroid), carpal tunnel
20550	Injection(s); single tendon sheath, or ligament, aponeurosis (eg, plantar "fascia")
20551	Injection(s); single tendon orgin/insertion
20552	Injection(s); single or multiple trigger point(s), one or two muscle(s)
20553	Injection(s); single or multiple trigger point(s), three or more muscle(s)
20600	Arthrocentesis, aspiration and/or injection; small joint or bursa (eg, fingers, toes)
20605	Arthrocentesis, aspiration and/or injection; intermediate joint or bursa (eg, temporomandibular, acromioclavicular, wrist, elbow or ankle, olecranon bursa)
20610	Arthrocentesis, aspiration and/or injection/ major joint or bursa (eg, shoulder, hip, knee joint, subacromial bursa)
20612	Aspiration and/or injection of ganglion cyst(s) any location
29065	Application, cast; shoulder to hand (long arm)
29075	Application, cast; elbow to finger (short arm)
29085	Application, cast; hand and lower forearm (gauntlet)
29105	Application of long arm splint (shoulder to hand)
29125	Application of short arm splint (forearm to hand); static
29130	Application of finger splint; static
29131	Application of finger splint; dynamic
29280	Strapping; hand or finger
29345	Application of long leg cast (thigh to toes);
29355	Application of long leg cast (thigh to toes); walker or ambulatory type
29365	Application of cylinder cast (thigh to ankle)
29405	Application of short leg cast (below knee to toes);
29425	Application of short leg cast (below knee to toes); walking or ambulatory type
29505	Application of long leg splint (thigh to ankle or toes)
29515	Application of short leg splint (calf to foot)
96372	Therapeutic, prophylactic, or diagnostic injection (specify substance or drug); subcutaneous or intramuscular (in conjunction with authorized/approved **J-Code**)
J0702	Injection, betamethasone acetate 3mg and betamethasone sodium phosphate 3mg
J1020	Injection, methylprednisolone acetate, 20 mg
J1030/1040	Injection, methylprednisolone acetate, 40 mg/80 mg

EXHIBIT B
COVERED SERVICES – SPECIALTY CARE PROVIDERS

ORTHOPEDICS

The following do not require pre-service approval:

CPT Codes	Test
J1094	Injection, dexamethasone acetate, 1 mg
J1100	Injection, dexamethasone sodium phosphate, 1mg
J3301	Injection, triamcinolone acetonide, not otherwise specified, 10 mg

The following Orthotics supplies can be provided by Physician Office:

L3908	Wrist hand orthosis, wrist extension control cock-up, non-molded, prefabricated, includes fitting and adjustment
L4350	Ankle control orthosis, stirrup style, rigid, includes any type interface (e.g., pneumatic, gel), prefabricated, includes fitting and adjustment
L4386	Walking boot, non-pneumatic, with or without joints, with or without interface material, prefabricated, includes fitting and adjustment
Q4001-Q4049	Casting supplies to be billed in addition to application codes.

All other services require prior Plan Authorization.

Disclaimer Provision: These CPT codes are listed as examples of those CPTs that are not required to be authorized. However, this list may be altered from time to time due to updates to the CPT codes without the requirement of an executed amendment to this Agreement.

EXHIBIT C
INSTRUCTIONS FOR VERIFICATION OF ENROLLMENT

The following sources of enrollment verification shall be made when providing services to a Plan Member.

1. Each Member receives an identification card upon enrollment in the Plan. The card should always be presented to the Medical Services Entity when services are requested by Member and prior to receipt of services. The Medical Services Entity shall confirm eligibility by contacting the County. It shall be the responsibility of the Medical Services Entity to confirm active enrollment prior to services being rendered.

2. If inpatient-admission certification is required for Member, the Medical Services Entity shall confirm admission certification approval, including contacting the County's representative, when necessary.

Polk HealthCare Plan – Medical Card

FRONT OF CARD

POLK COUNTY

Indigent Health Care Division
Polk HealthCare Plan
Enrollment Card

Case #:_____ Worker Code:_____

Member Name:_____

Essential Care Choice

$1 Primary Care / $25 ER / Rx: $1 Generic / $5 Brand Name

OTHER COPAYS IDENTIFIED IN MEMBER SCHEDULE

Eligibility Period:_____ to _____

Primary Care Physician:_____

PCP Office Phone #:_____

BACK OF CARD

NOTICE TO MEMBER:

Carry this card with you at all times to be used with contracted providers of the Polk HealthCare Plan, within Polk County, Florida. It must be presented each time you require any medical service. This card is not transferrable and is only valid for the eligibility period listed on the front. ***Do not allow or share this card with others as you will lose your coverage from the Polk HealthCare Plan.***

NOTICE TO PROVIDERS:

All hospital-based services, specialty care visit and outpatient services procedures require prior authorization. Emergency room visits and emergency admissions require Plan notification within one business day of the treatment and or admission.

FAILURE TO COMPLY WILL AFFECT PAYMENT OF BENEFITS

Polk HealthCare Plan Inquiries: (863) 533-1111

Member Eligibility Appointments: (863) 534-5387

Mail Claims to: Polk HealthCare Plan, 2135 Marshall Edwards Drive, Bartow, FL 33830

Polk HealthCare Plan – Medical Card

FRONT OF CARD

POLK COUNTY

Indigent Health Care Division
Polk HealthCare Plan
Enrollment Card

Case #:_____ Worker Code:_____

Member Name:_____

Chronic Care Choice

$1 Primary Care / $25 ER / Rx: $0 Generic / $3 Brand Name

OTHER COPAYS IDENTIFIED IN MEMBER SCHEDULE

Eligibility Period:_____ to _____

Primary Care Physician:_____

PCP Office Phone #:_____

BACK OF CARD

NOTICE TO MEMBER:

Carry this card with you at all times to be used with contracted providers of the Polk HealthCare Plan, within Polk County, Florida. It must be presented each time you require any medical service. This card is not transferrable and is only valid for the eligibility period listed on the front. ***Do not allow or share this card with others as you will lose your coverage from the Polk HealthCare Plan.***

NOTICE TO PROVIDERS:

All hospital-based services, specialty care visit and outpatient services procedures require prior authorization. Emergency room visits and emergency admissions require Plan notification within one business day of the treatment and or admission.

FAILURE TO COMPLY WILL AFFECT PAYMENT OF BENEFITS

Polk HealthCare Plan Inquiries: (863) 533-1111

Member Eligibility Appointments: (863) 534-5387

Mail Claims to: Polk HealthCare Plan, 2135 Marshall Edwards Drive, Bartow, FL 33830

[DISCLAIMER: THIS VERSION OF THE CARD IS EFFECTIVE BEGINNING 8/1/2015 AND MAY BE SUBJECT TO CHANGE. PLEASE WATCH THE POLK HEALTHCARE PLAN WEBSITE.]

Polk HealthCare Plan – Medically Needy Share of Cost

FRONT OF CARD

Polk HealthCare Plan

Enrollment Card - SHARE OF COST MEDICAID

Case #: _____ Worker Code: _____

Member Name: _____

PHP ESSENTIAL SHARE OF COST CARE

Co-Pays: PCP Office Visits $1.00 / Pharmacy Co-Pays $1.00 Generic $5.00 Brand (ER not covered)

OTHER CO-PAYS IDENTIFIED IN MEMBER SCHEDULE

Eligibility Period: _____ to _____

Primary Care Physician: _____

PCP Office Phone #: _____

Fold Here

BACK OF CARD

NOTICE TO MEMBER:

Carry this card with you at all times. To be used with contracted Providers of the Polk HealthCare Plan, within Polk County, Florida. It must be presented each time you require any medical service. This card is not transferrable and is only valid for the eligibility period listed on the front. Do not alter or share this card with others as you will lose your coverage from the Polk HealthCare Plan.

NOTICE TO PROVIDERS:

All hospital based services, specialty care visits and outpatient services/procedures require prior authorization. Emergency room visits and emergency admissions require Plan notification within one business day of the treatment and/or admission.

FAILURE TO COMPLY WILL AFFECT PAYMENT OF BENEFITS

Polk HealthCare Plan Inquiries: (863) 533-1111

Member Eligibility Appointments: (863) 534-5387

Mail Claims to: Polk HealthCare Plan, 2135 Marshall Edwards Drive, Bartow, FL 33830

Polk HealthCare Plan – Medically Needy Share of Cost

FRONT OF CARD

Polk HealthCare Plan

Enrollment Card - SHARE OF COST MEDICAID

Case #: _____ Worker Code: _____

Member Name: _____

PHP CHRONIC SHARE OF COST CARE

Co-Pays: PCP Office Visits $1.00 / Pharmacy Co-Pays: $0 Generic $3.00 Brand (ER not covered)

OTHER CO-PAYS IDENTIFIED IN MEMBER SCHEDULE

Eligibility Period: _____ to _____

Primary Care Physician: _____

PCP Office Phone #: _____

Fold Here

BACK OF CARD

NOTICE TO MEMBER:

Carry this card with you at all times. To be used with contracted Providers of the Polk HealthCare Plan, within Polk County, Florida. It must be presented each time you require any medical service. This card is not transferrable and is only valid for the eligibility period listed on the front. Do not alter or share this card with others as you will lose your coverage from the Polk HealthCare Plan.

NOTICE TO PROVIDERS:

All hospital based services, specialty care visits and outpatient services/procedures require prior authorization. Emergency room visits and emergency admissions require Plan notification within one business day of the treatment and/or admission.

FAILURE TO COMPLY WILL AFFECT PAYMENT OF BENEFITS

Polk HealthCare Plan Inquiries: (863) 533-1111

Member Eligibility Appointments: (863) 534-5387

Mail Claims to: Polk HealthCare Plan, 2135 Marshall Edwards Drive, Bartow, FL 33830

[DISCLAIMER: THIS VERSION OF THE CARD IS EFFECTIVE BEGINNING 8/1/2015 AND MAY BE SUBJECT TO CHANGE. PLEASE WATCH THE POLK HEALTHCARE PLAN WEBSITE.]

Polk County

Board of County Commissioners

Agenda Item R.30. 6/2/2026

SUBJECT

Approve Amendment #1 of the Florida Communities Trust Grant Agreement (F2407) made between Florida Department of Environmental Protection (FDEP) and Polk County (County). (No fiscal impact - time extension only)

DESCRIPTION

Water management of the Upper Peace River is a priority for the region, and the County has looked at ways to address water quality and flood management challenges. In addition to the Peace River, there are several tributaries that have great influence on the water quality of this system. Phyllis Branch was identified as one tributary where stormwater infrastructure enhancements could have a positive effect on water quality and water management entering the Peace River. Phyllis Branch flows into Lower Saddle Creek that joins with the Peace Creek Canal to form the Peace River.

Due to the importance of enhancing water quality to the Peace River the County identified land parcels that could assist in the implementation of a water quality improvement project and provide additional community benefits. The identified parcels were submitted to the County's Environmental Lands Acquisition Program and the Citizens Land Acquisition Selection Advisory Committee (CLASAC) as well as the Board of County Commissioners (BoCC) approved the project in February 2024. Once the parcels were approved for acquisition the County submitted a grant application to the FDEP Florida Communities Trust ("FCT") program in 2024.

Through agreement F2407, FDEP awarded the County $1,775,000 towards the full fee acquisition of the targeted parcels. This Amendment #1 provides a 12-month extension of the project period from August 4, 2026 to August 4, 2027.

Approval of this Amendment #1 is required, if the County wants to continue to pursue acquisition for the opportunity for water quality improvement, possible flood mitigation, protection of a wildlife corridor, recreation opportunities, a possible regional trail connection and will further assist in implementation of the County's Comprehensive Plan.

RECOMMENDATION

Approve Amendment #1 to Agreement F2407 with Florida Department of Environmental Protection (FDEP) and Polk County (County).

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Chad Allison, Land and Water Natural Areas Manager
Parks and Natural Resources Division
(863) 534-7377
chadallison@polkfl.gov <mailto:chadallison@polkfl.gov>

Tabitha Biehl, Director
Parks and Natural Resources Division
(863) 534-7377
tabithabiehl@polk-county.net

DEP AGREEMENT NUMBER: F2407
FCT PROJECT NUMBER: 23-007-FF24
PROJECT NAME: THE HIGHLANDS PROPERTY
CSFA NUMBER: 37.078

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency and instrumentality within the State of Florida, Department of Environmental Protection ("Department"), and Polk County, a political subdivision of the State of Florida, a Florida local government ("Recipient"). All capitalized terms are used as they are defined in Rules 62-818 and 62-819, Florida Administrative Code ("F.A.C.").

THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE FOLLOWING:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the lands acquired under the Florida Communities Trust Act ("Project Sites"). These terms and conditions are necessary to ensure compliance with Florida law and provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes ("F.S.").

WHEREAS, Chapter 380, Part III, F.S., the Florida Communities Trust Act, creates a non-regulatory agency within the Department to assist local governments in conserving natural resources, resolving land use conflicts, and implementing and bringing into compliance the conservation, recreation and open space, and coastal elements of their comprehensive plans by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act.

WHEREAS, Rule 62-818, F.A.C. sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule 62-819, F.A.C. sets forth the acquisition procedures.

WHEREAS, on August 14, 2024, the FCT Governing Board approved selected projects to receive approval for funding.

WHEREAS, the Recipient's Project ("Project"), described in an application submitted for evaluation, was selected for funding in accordance with Rule 62-818, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application.

WHEREAS, Rule 62-818.009, F.A.C. authorizes FCT to impose conditions on those FCT applicants whose projects are selected for funding.

WHEREAS, the purpose of this Agreement is to set forth the condition(s) that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds, specify the restrictions imposed on the Project Site, and establish the site management requirements for the Project Site after its acquisition.

NOW THEREFORE, FCT and Recipient mutually agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement will begin upon execution by both Parties and, will remain in effect unless the Agreement is released by FCT pursuant to the terms of the Agreement, the Dedication to Public Use and Declaration of Restrictive Covenants, and the rules and statutes governing the program. FCT agrees to make funding under this Agreement available for eighteen (18) months after the date of execution, unless extended or terminated earlier.

2. FCT may extend funding under this Agreement beyond eighteen (18) months if the Recipient demonstrates that it has made significant progress toward approval of the Project Plan or that extenuating circumstances beyond the Recipient's control warrant an extension of time. Recipient must request an extension in writing, fully explaining the reasons for the delay and why the extension is necessary. A written request for an extension must be submitted prior to the date funding expires.

FCT may, in its sole discretion, consent to an extension of funding under this Agreement. The decision to consent to an extension and the length of the extension will depend upon an analysis of various factors, including the needs and goals of FCT; the ability and willingness of Recipient to perform under the terms of this Agreement; the good standing of the Recipient (including any entity related to or affiliated with Recipient); the Recipient's past record of performance, including submission of required reports and audits (as applicable); and other factors relevant to FCT mandates. FCT, in its sole discretion, reserves the right not to extend funding under this Agreement beyond the initial term.

If the Recipient does not request a written funding extension, or if a requested written funding extension is not granted by FCT, the Recipient's FCT Award will be rescinded and this Agreement will terminate pursuant to its terms and conditions.

II. MODIFICATION OF AGREEMENT

Either Party may request modification(s) of the provisions of this Agreement at any time. Changes that are mutually agreed upon will be valid only when reduced to writing and duly signed by each of the Parties. Such amendments will be incorporated into this Agreement.

III. DEADLINES

1. At least two original copies of this Agreement must be executed by the Recipient and returned to the FCT office at 3900 Commonwealth Boulevard MS #115, Tallahassee, FL 32399 within 45 days of receipt by the Recipient. If the Recipient requires more than one original document, the Recipient may photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT will execute the Agreements, retain one original copy, and return all other executed copies to the Recipient.

2. The Recipient and/or its representatives will adhere to all Project deadlines and devise a method for monitoring the Project. FCT will strictly enforce the deadlines provided by this Agreement in addition to any deadlines associated with any FCT activity relating to the

Project. **Recipient's failure to comply with Project deadlines may cause FCT to terminate this Agreement.**

3. The Recipient must submit the documentation required by this Agreement to FCT as soon as possible so that FCT may reimburse the Project Costs in an expeditious manner.

4. Upon FCT's request, the Recipient must provide a status report of its progress toward applying for reimbursement of the Project Costs.

5. The Recipient must develop the Project Site in accordance with the FCT Grant Agreement and open the developed Project Site to the public within three (3) years of the date of final disbursement of the FCT Award. The Recipient may request an extension of this provision by requesting a modification or revision to the approved Management Plan by submitting a written request to the Trust pursuant to Rule 62-818.011(3), F.A.C.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever Award granted to the Recipient ("FCT Award") will in no event exceed **Fifty percent (50%)** of the final Project Costs, as more fully defined in Rule 62-818.002(33), F.A.C., or **One Million Seven Hundred Seventy-Five Thousand dollars ($1,775,000.00)**, and is subject to adjustment pursuant to Article IV, paragraph 2. The Recipient will be reimbursed, as outlined in this Agreement, for eligible costs as defined in Rule 62-818.002(33), F.A.C., and identified in the Project Plan. FCT will not participate in Project Costs that exceed the grant award amount.

2. The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 62-818.003(7), F.A.C., and advertised in the Notice of Application. When disbursing the FCT Award, FCT will recognize only those Project Costs consistent with the definition in Rule 62-818.002(33), F.A.C.

3. FCT will participate in the land cost at either a percentage of the actual purchase price or the maximum reimbursement amount, whichever is less. The maximum reimbursement amount is established by the approved appraised value of the property as established by Rules 18-1.006 and 18-1.007, F.A.C. If the Recipient purchased the property for more than the approved appraised value, FCT can only reimburse a percentage of the appraised value (the percentage indicated in the Recipient's application). If the Recipient purchased the property without obtaining an appraisal, the Recipient is required to obtain appraisals pursuant to Rule 62-819.007, F.A.C., to determine the value of the property before the acquisition.

4. The FCT Award will be delivered either in the form of Project Costs to the Recipient or prepaid by FCT to vendors if additional due diligence products are required, in the form of a State of Florida warrant or by electronic funds transfer (EFT). If the Recipient is required to obtain additional due diligence products (e.g. appraisals, appraisal reviews, surveys, title information, and the like), the cost of those products will be deducted from the final disbursement amount.

5. FCT will prepare a grant reconciliation statement showing the amount of Match provided by the Recipient (as applicable and if any is required) and showing the amount of the FCT Award. The grant reconciliation statement will reflect funds expended by FCT for Project Costs as part of the FCT Award.

6. If a Match is required, it must be delivered in an approved form as provided in Rule 62-818.002(25), F.A.C. Funds expended by the Recipient for Project Costs will be recognized in the Match amount on the grant reconciliation statement.

7. By executing this Agreement, the Recipient affirms that it is ready, willing, and able to provide any required Match.

8. If the Recipient is the local government having jurisdiction over the Project Site, and the Recipient takes action that results in a governmentally derived higher Project Site land value because of an "enhanced highest and best use," FCT will terminate acquisition activities unless the Seller demonstrates that the appraisal(s) were based on the "highest and best use" for the Project Site prior to the FCT Governing Board selection meeting. Alternatively, the Recipient can arrange for new appraisals based on the previous highest and best use.

9. FCT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of FCT if the Legislature reduces or eliminates appropriations.

10. The accounting systems for all Recipients must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Recipients are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted or received for one project may not be used to support another project. Where a Recipient's or subrecipient's accounting system cannot comply with this requirement, the Recipient or subrecipient must establish a system to provide adequate fund accountability for each project it has been awarded.

11. If FCT finds that funds have been commingled, FCT has the right to demand a refund, either in whole or in part, of the funds provided to the Recipient under this Agreement. The Recipient, upon written notification from FCT, must refund the amount of money demanded. Interest on any refund will be based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the date(s) the original payment(s) are received from FCT by the Recipient to the date repayment is made by the Recipient to FCT.

12. If the Recipient recovers costs from another source that were incurred under this Agreement and reimbursed by FCT, the Recipient must reimburse FCT for all recovered funds. Interest on any refund will be based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the dates the payments are recovered by the Recipient to the date repayment is made to FCT by the Recipient.

13. FCT must approve the terms under which the interest in land was acquired pursuant to Section 380.510(3), F.S. Pursuant to Section 380.510(7), F.S., all deeds with respect to any real property acquired with funds received by the FCT from the Florida Forever Trust Fund must contain covenants and restrictions sufficient to ensure that the use of such real property at all times complies with Section 28, Article X of the State Constitution and must contain a reversion, conveyance, or termination clause that vests title in the Board of Trustees of the Internal Improvement Trust Fund if any of the covenants or restrictions are violated by the titleholder or by some third party with the knowledge of the titleholder. For pre-acquired project sites where the deed did not contain the required provisions the grantee must record a new deed containing these restrictions.

14. All real property must be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 62-818.002(46), F.A. C. The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.

V. NOTICE AND CONTACT

1. All notices between the Parties will be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by Recipient to:

Florida Communities Trust
3900 Commonwealth Boulevard, MS#115
Tallahassee, FL 32399
Telephone: 850-245-2501
Email: floridacommunitiestrust@floridadep.gov

2. All contact and correspondence from FCT to the Recipient will be through the key contact as required by Rules 62-818 and 62-819, F.A.C. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the Project:

Name: Brooke A. Coulter (Moherek)
Organization: Polk County Parks and Natural Resources
Title: Environmental Specialist
Address: 4177 Ben Durrance Road, Bartow, FL 33830
Telephone: 863-534-7377
E-mail: brookecoulter@polk-county.net

3. The Recipient authorizes the administrator, employee, officer, or representative named in this paragraph, as Recipient's agent, to execute all documents connected to this Project on behalf of the Recipient, including this Agreement, any addenda, purchase agreement(s) for the property, the grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan, and the Dedication of Public Use and Declaration of Restrictive Covenants.

Name: Brooke A. Coulter (Moherek) or Successor
Organization: Polk County Parks and Natural Resources
Title: Environmental Specialist
Address: 4177 Ben Durrance Road, Bartow, FL 33830
Telephone: 863-534-7377
Facsimile: 863-534-7374
E-mail: brookecoulter@polk-county.net

4. If different representatives or addresses are designated for **NOTICE AND CONTACT**, specified herein, after execution of this Agreement, notice of the changes must be rendered to FCT as provided in **NOTICE AND CONTACT**, paragraph V.1. above.

5. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is **59-6000809258.**

VI. ACQUISITION DOCUMENTATION REQUIREMENTS

The Recipient must submit the following documents associated with the acquisition of the parcel(s) to FCT within 180 days of the execution of this Agreement:

1. An executed copy of the Purchase Agreement(s) for sale and purchase of the parcel(s) between the Recipient and O M Holdings, LLC.

2. An executed copy of closing statements from Buyer(s) and Seller(s) for the purchase of the parcel(s).

3. A copy of the recorded deed(s) conveying title of the parcel(s) to the Recipient.

4. A copy of the appraisals of the parcel(s) required by Rule 62-819.007, F.A.C. FCT may review the appraisals and other documentation and, upon approval, FCT will determine the maximum reimbursement amount as provided in Chapters 62-818 and 62-819, F.A.C.

5. Unless the requirement has been waived, a copy of a Certified Survey of the parcels that meet the requirements of Chapter 62-819, F.A.C., and are dated within ninety (90) days of the date the Recipient acquired the parcels.

6. Copies of all title insurance commitments, including supporting documents, and title insurance policies, including any endorsements, issued in furtherance of the Recipient's acquisition of the parcel(s). Such policies must meet the requirements of Rule 62-819.005, F.A.C.

7. A copy of environmental site assessments (ESA) of the parcels, certified to the Recipient, that meet the standards and requirements of American Society for Testing and Materials ("ASTM") Practice E 1527, and with a date of certification within 90 days of the date of acquisition of the parcel(s) by the Recipient, together with the statement required by Rule 62-819.012(4), F.A.C.

VII. SPECIAL MANAGEMENT CONDITIONS

Based on the Management Plan, points awarded in scoring the application, and observations made by FCT staff during the site visit described in Rule 62-818.009, F.A.C., the Recipient is required to provide the following:

1. FCT Sign - The Recipient must maintain a permanent FCT recognition sign, a minimum of 3' x 4', at the entrance area of the Project Site and visible to the public. The sign must include the FCT logo and acknowledge that the Project Site was purchased with funds from the Florida Communities Trust Program (and the Recipient if Recipient provided a match). The sign should include the date the site was acquired.

2. Recreational Facilities - The Recipient must provide at least three recreational facilities. The Project Site will include trail benches, picnic pavilions, and an educational kiosk. The Recipient should endeavor to place facilities and site improvements on previously disturbed areas to the greatest extent possible.

3. Water Access - The Recipient must provide a water access facility to an existing open water shoreline, such as a walkover, boardwalk, fishing pier, observation platform, dock, boat ramp, canoe launch. An observation boardwalk platform will be provided at the marsh south of Phyllis Branch.

4. Trails - The Recipient must provide a land-based walking, nature, bike, equestrian, or multi-use trail of at least 1/2 mile on the Project Site. Park benches must be provided along the trail. A proposed trail connection between project site and Lakeland Highlands Scrub to the west will increase access to natural areas. Project Site directly connects to Fort Frasier Trail, located to the east. Both serve to extend the Upper Peace River Regional Trail System.

5. Connectivity - The Project Site must connect to adjacent neighborhoods by a sidewalk within an existing right-of-way.

6. Interpretation - The Recipient must provide interpretive kiosks on the Project Site to educate visitors about the natural environment and the unique history of the area. An educational kiosk will be placed at the entrance to the property to include graphics and information relating to the habitats, wildlife and vegetative communities that exist on the Project Site. Brochures will be provided for visitor use to include trail maps as well as layout of the habitat types to which those trails provide access.

7. Listed Species Habitat - The Recipient must manage the Project Site in a manner that protects that protects habitat recognized as typically suitable for one or more listed animal species. Management of site to provide habitat for numerous animal species.

8. Locally Significant and Strategic Habitat Conservation - The Recipient must manage the Project Site in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat, including the Locally Significant Natural Areas and Strategic

Habitat Conservation Areas found onsite. Herbaceous wetlands and remnants of sandhill and scrubby flatwoods are known to support listed wildlife on project site.

9. Vegetative Enhancement - The Recipient must plant approximately 10 acres of disturbed uplands with native vegetation. The species to be planted will include purple lovegrass, Elliott's lovegrass, and wiregrass. An estimated 50,000 native plants will be reintroduced to the xeric upland habitats. At least 300 linear feet of the disturbed shoreline on the Project Site will be planted with native vegetation.

10. Water Quality Facility - The Recipient must improve the quality of surface waters or address current flooding problems occurring on, adjacent to, or close to the Project Site. The water quality facility must be designed to have a park-like or natural setting. The Site includes waterbodies listed in the National Hydrology Dataset of Waterbodies and most of the area is inundated by 100-year flooding.

The two proposed water quality treatment locations in the north and south of the property, along with native vegetation plantings in riparian zones, will contribute to surface water quality as it leaves the Project Site and enters the Peace River watershed.

VIII. DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTERS 259 AND 380, PART III, F.S.

1. Each parcel in the Project Site will be subject to a Dedication of Public Use and Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, F.S.; Section 11(e), Article VII of the Florida Constitution. ***The Dedication to Public Use and Declaration of Restrictive Covenants must contain clauses providing for the conveyance of title to the Project Site, as applicable, to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon failure to comply with any of the covenants and restrictions, as further described below.***

2. The Dedication to Public Use and Declaration of Restrictive Covenants must also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Dedication to Public Use and Declaration of Restrictive Covenants must be executed by FCT and the Recipient at the time of grant disbursement and must be recorded by the Recipient in the public records of the county(s) where the Project Site is located within 45 days of receipt of the FCT Award.

3. If any essential term or condition of the Dedication to Public Use and Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient will be notified of the violation by written notice given by electronic mail, personal delivery, registered mail, or registered expedited service. The Recipient must diligently proceed to cure the violation and will complete the cure within thirty (30) days after receipt of notice of the violation. If the problem cannot reasonably be cured within the specified thirty (30) days, the Recipient may submit a written request to FCT for an extension. The request

must include the status of the current activity, the reasons for the delay, and a time frame for the completion of the cure. FCT will respond within thirty (30) days of receiving the request, and approval of the request will not be unreasonably withheld. It is FCT's position that all curing activities must be completed within one hundred twenty (120) days of the Recipient's notification of the violation. If the Recipient can demonstrate extenuating circumstances that justify a greater extension of time to complete the activities, FCT will consider the request. If the Recipient fails to correct the violation within either (a) the initial thirty (30) days or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site must be conveyed to the Trustees. FCT will treat such property in accordance with Section 380.508(4), F.S.

IX. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan and final disbursement of the FCT Award, the Recipient must submit to FCT and have approved a Management Plan that complies with Rule 62-818.011, F.A.C., and addresses the criteria and conditions set forth in Articles VII, XII, and XIII herein.

2. The Management Plan outlines how the Project Site will be managed to further the purposes of the Project and outlines the terms and conditions of this Agreement. The Management Plan should include the following types of information:

a. An introduction containing the Project name, location, and other background information.

b. The Recipient's purpose for acquiring the Project Site and a prioritized list of management objectives.

c. A discussion of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.

d. A description of all proposed uses including existing and proposed physical improvements.

e. A description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.

f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements, and any natural resource restoration or enhancement areas.

g. The identification and protection of known cultural or historical resources.

h. A description of proposed educational displays and programs the Recipient will offer, if applicable.

i. A description of how the Recipient will coordinate management of the site with other agencies and public lands, if applicable.

j. A schedule for implementing the development and management activities of the Management Plan.

k. Cost estimates and funding sources to implement the Management Plan.

l. Coordination plan to allow for safe public access (except for designated construction zones) to the Project Site. The Recipient is responsible for maintaining the sections of the Project Site that are safe and not under construction open and accessible to the public.

3. If the Recipient is not the proposed managing entity, the Management Plan must include a signed management agreement between the Recipient and the managing entity providing criteria for site management and identifying the source of management funding. The managing entity must comply with the approved Management Plan. The Recipient is ultimately responsible for overseeing compliance with the Management Plan and the fulfillment of all Management Plan terms and is liable for any violations of the Management Plan.

4. If the Recipient is a partnership, the Recipient must also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Management Plan.

5. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, F.S., the Recipient may be required to provide FCT with Reasonable Assurance, pursuant to Rule 62-818.002(36), F.A.C., that it has the financial resources, background, qualifications, and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one local government, FCT requires the Recipient to do one, or more, of the following: (i) post a performance or other bond in an amount sufficient to ensure that the Project Site is reasonably and professionally managed in perpetuity; (ii) establish an endowment or other fund in an amount sufficient to ensure performance; (iii) provide a guaranty or pledge by the local government having jurisdiction over the Project Site requiring the local government to take over the responsibility for management of the Project Site in the event the Recipient is unable to; (iv) require the local government to be a named co-signer on the Dedication to Public Use and Declaration of Restrictive Covenants; or (v) provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

6. The Recipient must, through its agents and employees, prevent any use of the Project Site that is not in conformity with the FCT-approved Management Plan.

7. As required by Rule 62-818.013, F.A.C., after FCT reimbursement of Project Costs, the Recipient must prepare and submit to FCT a stewardship report that documents the progress made toward implementing the Management Plan. Initially the Recipient must submit the report

annually, but after completion of the Project the Trust may, in its discretion, transfer the report to a five-year review schedule.

X. PROJECT PLAN APPROVAL

1. Prior to the final disbursement of the FCT Award, the Recipient will submit a Project Plan that complies with Rule 62-819.011, F.A.C. FCT will not consider the Project Plan unless it is organized with a table of contents and includes the documents required by Rule 62-819.011, F.A.C. to ensure that the interests of the State of Florida will be protected:

a. A purchase agreement for acquisition of the Project Site, executed by the Owner(s) and the Recipient, based on one or more appraisals prepared consistent with Chapters 62-819 and 18-1, F.A.C.

b. A letter from the FCT indicating approval of the Management Plan.

c. A statement of the total Project Costs as defined in Chapter 62-818, F.A.C.

d. A statement of the amount of the FCT Award being requested.

e. Supporting documentation that Recipient has satisfied any conditions imposed as part of the FCT Grant Agreement.

i. All invoices for approved Project Costs, with proof of payment, must be submitted to FCT Grant Manager and be in a detail sufficient for a proper pre-audit and post-audit thereof.

ii. Rule 62-818.002(33), F.A.C. states that reasonable real estate fees or commissions that do not exceed $10,000.00 are eligible Project Costs. To maximize the Florida Forever funds for land acquisition, FCT will closely review each request for real estate fees or commissions to determine if the fee or commission is reasonable. FCT will not reimburse or pay any portion of real estate fees or commissions that FCT determines to be unreasonable. Recipient will be financially responsible for the portion of the real estate fees or commissions not paid by FCT.

f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil, or regulatory violations imposed on the Project Site by any governmental body or agency.

g. Additional documentation requested by the FCT staff as reasonable assurance that the Recipient will be able to fulfill its obligations under the Grant Agreement, the Dedication to Public Use and Declaration of Restrictive Covenants, and Chapter 62-818, F.A.C.

2. The Recipient may, and is strongly encouraged to, request a courtesy review of its

Project Plan prior to submitting it for approval.

3. FCT will not reimburse Project Costs until after FCT approval of the Project Plan.

XI. REIMBURSEMENT REQUIREMENTS

Upon FCT's approval of the Project Plan and the required reimbursement documents, the FCT will provide the Recipient with the Grant Reconciliation Statement indicating the amount of funds to be reimbursed by FCT.

Recipient will install for permanent display, one sign recognizing FCT's role in the acquisition of the Project Site prior to submittal of the project plan. Recipient will deliver a color photograph of the installed FCT Project sign to the FCT.

XII. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. The interest acquired by the Recipient in the Project Site will not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site must be conveyed to the Trustees.

3. Within one year of the execution of this Agreement, the Recipient will ensure that the future land use and zoning designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses, as appropriate. Recipient's failure to obtain the required future land use and zoning designation dedicated to open space, conservation, or outdoor recreation uses, or obtain a variance or other approval that permits the use of the Project Site as an open space, conservation, or for outdoor recreation use in accordance with the Management Plan, will constitute a violation of an essential term of the Award.

4. FCT staff or its duly authorized representatives will have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

XIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF STATE FUNDS

1. FCT is authorized by Section 380.510, F.S. to impose conditions for funding on the Recipient in order to ensure that the Project complies with the requirements under law.

2. The Recipient agrees and acknowledges that the transactions, events, and circumstances itemized below (collectively, the "disallowable activities") may violate the covenants and restrictions imposed on the site:

a. Any sale or lease of any interest in the Project Site.

b. The operation of any concession on the Project Site without FCT approval.

c. Any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site.

d. Any use of the Project Site other than use by the public.

e. A management contract for the Project Site without an FCT-approved management agreement.

f. Other activity that may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, **the Recipient will provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days** in advance of any such transactions, events, or circumstances, and will provide to FCT such information as FCT reasonably requests in order to evaluate for approval or denial the legal consequences of such disallowable activities .

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient will immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT has the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES, OR NON-GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE IN NO WAY RELIEVES THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED ON THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

XIV. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient will maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. FCT, the Department, the State, or their authorized representatives will have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Recipient must require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee will provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but is not limited to, Grantee's business or financial records, documents, or files of

any type or form that refer to or relate to Agreement. The Grantee will retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

a. The Recipient understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Recipient will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. FCT personnel will be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Recipient will provide access to any location or facility where Recipient is performing work, or storing or staging equipment, materials, or documents;

ii. Recipient will permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

iii. Recipient will allow and facilitate sampling and monitoring of any substances, soils, materials, or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. In addition to the requirements of the preceding paragraph, the Recipient will comply with the applicable provisions contained in **Attachment A, Special Audit Requirements**. **Exhibit 1** to **Attachment A** summarizes the funding sources supporting the Agreement for purposes of assisting the Recipient in complying with the requirements of **Attachment A**. A revised copy of **Exhibit 1** must be provided to the Recipient for each amendment that authorizes a funding increase or decrease. If the Recipient fails to receive a revised copy of **Exhibit 1**, the Recipient must notify the key contact with FCT to request a copy of the updated information.

d. The Recipient is hereby advised that the Federal and/or Florida Single Audit Act Requirements may apply to lower tier transactions resulting from this Agreement. The Recipient will consider the type of financial assistance (federal and/or state) identified in **Attachment A, Exhibit 1** when making this determination. For state financial assistance, the Recipient will use the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Recipient should confer with its chief financial officer, audit director, or contact the FCT for assistance with questions pertaining to the applicability of these requirements.

XV. DEFAULT; REMEDIES; TERMINATION

1. If the necessary funds are not available to fund this Agreement because of action by the Florida Legislature or the Office of the State Chief Financial Officer, or if any Defaults occur, as described below, all obligations on the part of FCT to make any further payment of funds hereunder will terminate and FCT may exercise any of the remedies set forth herein. If FCT makes any payments or parts of payments after an Event of Default, such payment will not waive FCT's right to exercise such remedies and will not obligate FCT to make any further payments.

2. The following actions constitute a Default:

a. If FCT finds that any warranty or representation made by the Recipient in this Agreement, or in any document provided to FCT, is false or misleading in any respect.

b. If the Recipient fails to perform any of the terms or covenants contained in this Agreement and has not cured such failure in timely fashion, or is unable or unwilling to meet its obligations hereunder; or

c. If any material adverse change in the Recipient's financial condition occurs during the term of this Agreement and the Recipient fails to cure the material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT; or

d. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete, or insufficient information; or

e. If the Recipient fails to perform any of its obligations under this Agreement in a timely fashion; or

f. If the Recipient fails to comply with Project deadlines set forth in the approved Management Plan; or

g. If the Recipient fails to keep the Project Site open to the public.

3. Upon the happening of a Default, FCT may, after giving thirty (30) calendar days' notice, exercise any one or more of the following remedies, either concurrently or consecutively. The pursuit of any one of the following remedies will not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

a. Terminate this Agreement, provided the Recipient is given at least thirty (30) calendar days' prior written notice of such termination. The notice will be effective upon the date of the letter. Notification will be given pursuant to Section V.

b. Commence an appropriate legal or equitable action to enforce performance of this Agreement.

c. Withhold or suspend payment of all or any part of the FCT Award.

d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected.

e. Exercise any other rights or remedies that are otherwise available under law, including, those described in paragraph VIII.3.

4. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause may include, but is not limited to: default; fraud; lack of compliance with applicable rules, laws, and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended.

5. FCT may terminate this Agreement if it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds.

6. The Recipient may request termination of this Agreement before reimbursement by a written request fully describing the circumstances that compel the Recipient to terminate the Project. A request for termination must be provided to FCT in a manner described in paragraph V.1.

XVI. PUBLIC RECORDS ACCESS

1. Recipient must comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Subsection 119.011(12), F.S. Recipient must keep and maintain public records required by the FCT to perform the services under this Agreement.

2. This Agreement may be unilaterally canceled by the FCT for refusal by the Recipient to either provide to the FCT upon request, or to allow inspection and copying, of all public records made or received by the Recipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Article I, Section 24(a), Florida Constitution.

3. If Recipient meets the definition of "Contractor" found in Paragraph 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

a. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the FCT. If the FCT does not possess the requested records, the FCT will immediately notify the Recipient of the request, and the Recipient must provide the records to the FCT or allow the records to be inspected or copied within a reasonable time. If Recipient fails to provide the public records to the FCT within a reasonable time, the Recipient may be subject to penalties under Section 119.10, F.S.

b. Upon request from the FCT's custodian of public records, Recipient must provide the FCT 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, F.S., or as otherwise provided by law.

c. Recipient must identify and ensure that all 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 Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the FCT.

d. Upon completion of the Agreement, Recipient must transfer, at no cost to FCT, all public records in possession of Recipient or keep and maintain public records required by the FCT to perform the services under this Agreement. If the Recipient transfers all public records to the FCT upon completion of the Agreement, the Recipient may destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient must meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the FCT, upon request from the FCT's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the FCT.

E. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FCT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399

XVII. LEGAL AUTHORIZATION

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

XVIII. SCRUTINIZED COMPANIES

1. In executing this Agreement, the Recipient certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the FCT may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

2. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the FCT may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

3. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they will become inoperative.

XIX. STANDARD CONDITIONS

1. The Recipient and all its agents will comply with all federal, state, and local regulations, including but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Recipient will include this provision in all subcontracts issued as a result of this Agreement.

2. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, will be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

3. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida.

4. Any dispute concerning performance of the Agreement will be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in 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.

5. The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

6. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory list:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

b. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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. The Grantee must notify the FCT if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

7. The Recipient agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Recipient and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Recipient must comply with Sections 11.062 and 216.347, F.S.

8. The employment of unauthorized aliens by any recipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs

unauthorized aliens, such violation is cause for unilateral cancellation of this Agreement. The Recipient is responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

9. The Recipient will comply with all applicable federal, state, and local rules and regulations in providing services to the FCT under this Agreement. The Recipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. The Recipient further agrees to include this provision in all subcontracts issued pursuant to this Agreement.

10. The Recipient will require any subcontractors under this Contract to save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments, or costs for injury to, or death of, any person or persons and for the loss of damage to any property resulting from the use, service, operation, or performance of work under the terms of this Contract resulting from the negligent acts of the subcontractor, or any employees, agents, or representatives of the subcontractor. This provision must be included in any subcontract issued pursuant to this Contract.

11. As a political subdivision of the State of Florida, the Recipient's liability is regulated by Florida law. Except for negligent acts or omissions of its employees acting within the course and scope of their employment, the Recipient will not indemnify any entity or person and, then such indemnification is limited to the express terms of Section 768.28, Florida Statutes. The Recipient is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, the Recipient's liability and indemnification obligations in this contract are effective only to the extent expressly required by 768.28, Florida Statutes or other limitations imposed on the Recipient's potential liability under state or federal law.

12. The Recipient, as an independent contractor and not an agent, representative, or employee of the FCT, agrees to carry adequate liability and other appropriate forms of insurance. The FCT has no liability except as specifically provided in this Agreement.

13. This Agreement, and any amendments related to this Agreement, may be executed in counterparts, each of which will be an original and all of which constitutes the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transactions, may be used and will have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

14. This Agreement embodies the entire agreement between the Parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement are only valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

RECIPIENT: Polk County, a political subdivision of the State of Florida, a Florida local government

By: _____

Print Name: T.R. Wilson

Title: Chairman

Date: 12/17/2024

H4

FLORIDA COMMUNITIES TRUST, STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Mara Gambineri Digitally signed by Mara Gambineri Date: 2025.02.04 21:26:40 -05'00'

Secretary or designee

Print Name: Mara Gambineri

Title: Chief of Staff

Date: 2/4/2025

Approved as to Form and Legality:

By: _____

Print Name: Breezi Hicks

Date: 12/17/24

Approved as to Form and Legality:

By: Patricia Henry Digitally signed by Patricia Henry Date: 2025.01.27 17:03:22 -05'00'

Print Name: Patricia Henry

Date: 1/27/2025

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [X] online notarization, this 5 day of February, 2025 by Mara Gambineri, as Secretary or Designee, Florida Communities Trust.

(SEAL)

BONNIE JUNE MONTGOMERY NOTARY PUBLIC MY COMMISSION EXPIRES 5-19-2026 STATE OF FLORIDA COMMISSION NUMBER HH 286533

_____

Signature of Notary Public

Bonnie Montgomery

Print, Type, Stamp Commissioned Name of Notary Public

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	5	Special Audit Requirements (7 Pages)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP 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/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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 non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 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 Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 of Environmental Protection. 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 Part 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 $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 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 federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

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) or 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 of Environmental Protection 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 of Environmental Protection, 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. In connection with 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), Florida Statutes. This includes submission of a financial reporting package as defined by 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 $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), 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 $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, 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).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's 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, State agencies 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 State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 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

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	GAA Line Item 1642 - FIXED CAPITAL OUTLAY LAND ACQUISITION-FLORIDA COMMUNITIES TRUST FROM LAND ACQUISITION TRUST FUND	2023-2024	37.078	Florida Communities Trust (Florida Forever Funded Grant Program)	$1,775,000.00	084112
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
				Total Award	$1,775,000.00	

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

DEP AGREEMENT NUMBER: F2407
FLORIDA COMMUNITIES TRUST PROJECT NUMBER: 23-007-FF24
PROJECT NAME: THE HIGHLANDS PROPERTY
CATALOG OF STATE FINANCIAL ASSISTANCE NUMBER: 37.078

AMENDMENT NO. 1
TO AGREEMENT NO. F2407
BETWEEN
FLORIDA COMMUNITIES TRUST
AND
POLK COUNTY

This Amendment to Agreement No. F2407 (Agreement) is made by and between the Florida Communities Trust (FCT), a non-regulatory agency and instrumentality within the State of Florida, Department of Environmental Protection (Department), and Polk County, a political subdivision of the State of Florida (Recipient).

WHEREAS, FCT entered into the Agreement with the Recipient for The Highlands Property, effective February 4, 2025; and

WHEREAS, the parties wish to amend the Agreement as set forth herein to provide a twelve (12) month extension of the project Period of Agreement from August 4, 2026, to August 4, 2027; and

WHEREAS, the acquisition has been delayed to outstanding due diligence items; and

WHEREAS, the Recipient has demonstrated the ability and willingness to perform under the terms of this Agreement.

NOW THEREFORE, the Parties mutually agree as follows:

1. Section I of the Agreement is amended to extend the project Period of Agreement to August 4, 2027. The FCT and the Recipient agree to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.
3. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this this Amendment, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

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

By: _____

Print Name:_____

Title: _____

Date: _____

FLORIDA COMMUNITIES TRUST,
STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Print Name:_____

Title: _____

Date: _____

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

Specify Type	**Letter/Number**	**Description**
Attachment	5-A	Revised Special Audit Requirements (7 pages)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP 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/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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 non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 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 Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 of Environmental Protection. 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 Part 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 $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 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 non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

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 the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection 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 of Environmental Protection, 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. In connection with 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), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), 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 $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, 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).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's 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, State agencies 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 State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 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

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	GAA Line Item 1642 – FIXED CAPITAL OUTLAY LAND ACQUISTION- FLORIDA COMMUNITIES TRUST FROM LAND ACQUISITION TRUST FUND	2023-2024	37.078	Florida Communities Trust (Florida Forever Funded Grant Program)	$ 1,775,000.00	084112
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$ 1,775,000.00	

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Agenda Item R.31. 6/2/2026

SUBJECT

Approve a Right-of-Way Agreement between Polk County and Wawa, Inc. in conjunction with the Deen Still Road Project. ($1,812,000 one-time expense)

DESCRIPTION

The County has a Community Investment Project to make improvements to Deen Still Road and construct an extension of North Ridge Trail. The improvements consist of the widening of Deen Still Road from US Highway 27 to North Ridge Trail along with the construction of a new 2-lane roadway extending North Ridge Trail southerly to Waverly Barn Road. To allow for construction of the roadways, the County will need to acquire additional right-of-way and easements from impacted property owners. The Board previously adopted a resolution authorizing negotiations and written offers to be made on this project. The engineering design for the project is very nearly completed and full right-of-way acquisition is anticipated to begin later this year.

It was brought to the County's attention that the owner of a parcel located at the southwest corner of US Highway 27 and Deen Still Road was selling the property. County staff contacted the broker representing the owner of the property, Wawa, Inc., who stated the property was for sale and that the owner would be willing to consider a sale of the entire property to the County. After reviewing the property and the plans for the road project it was determined that mainline right-of-way was needed along the northern boundary of the property and that additional right-of-way would likely be needed from the parcel to accommodate utility relocations near the intersection in conjunction with the project. Additionally, it was determined that access limitations associated with the parcel and the project would likely make the alternative of acquiring the needed right-of-way in the future through condemnation litigation result in substantial cost to the County. A purchase of the entire parcel would provide an area for staging of materials and equipment for the construction of the project in an area that is otherwise highly developed. The County hired an independent appraiser to establish a value for the property. Negotiations with the owner have resulted in a proposed purchase amount of $1,800,000 for the site, which is below the appraisal amount due to a provision in the agreement, requested by the owner, that a condition be attached to the property that it could not be utilized for a convenience store. The owner has not incurred any attorney fees or expert costs in conjunction with this acquisition. The acquisition of parcel may result in the existence of a remainder parcel after the property is utilized, which may be considered for surplus upon completion of the project.

The County Attorney's Office and the Real Estate Services Director have reviewed the agreement and recommend approval. The alternative of acquiring the right-of-way needed for the project in the future through condemnation litigation would result in substantial cost to the County. Approving the Right-of-Way Agreement, authorizing the issuance of funds for the purchase and closing costs and hiring American Government Services Corporation to close the acquisition will allow the County to close the transaction and take ownership of the parcel for the project.

RECOMMENDATION

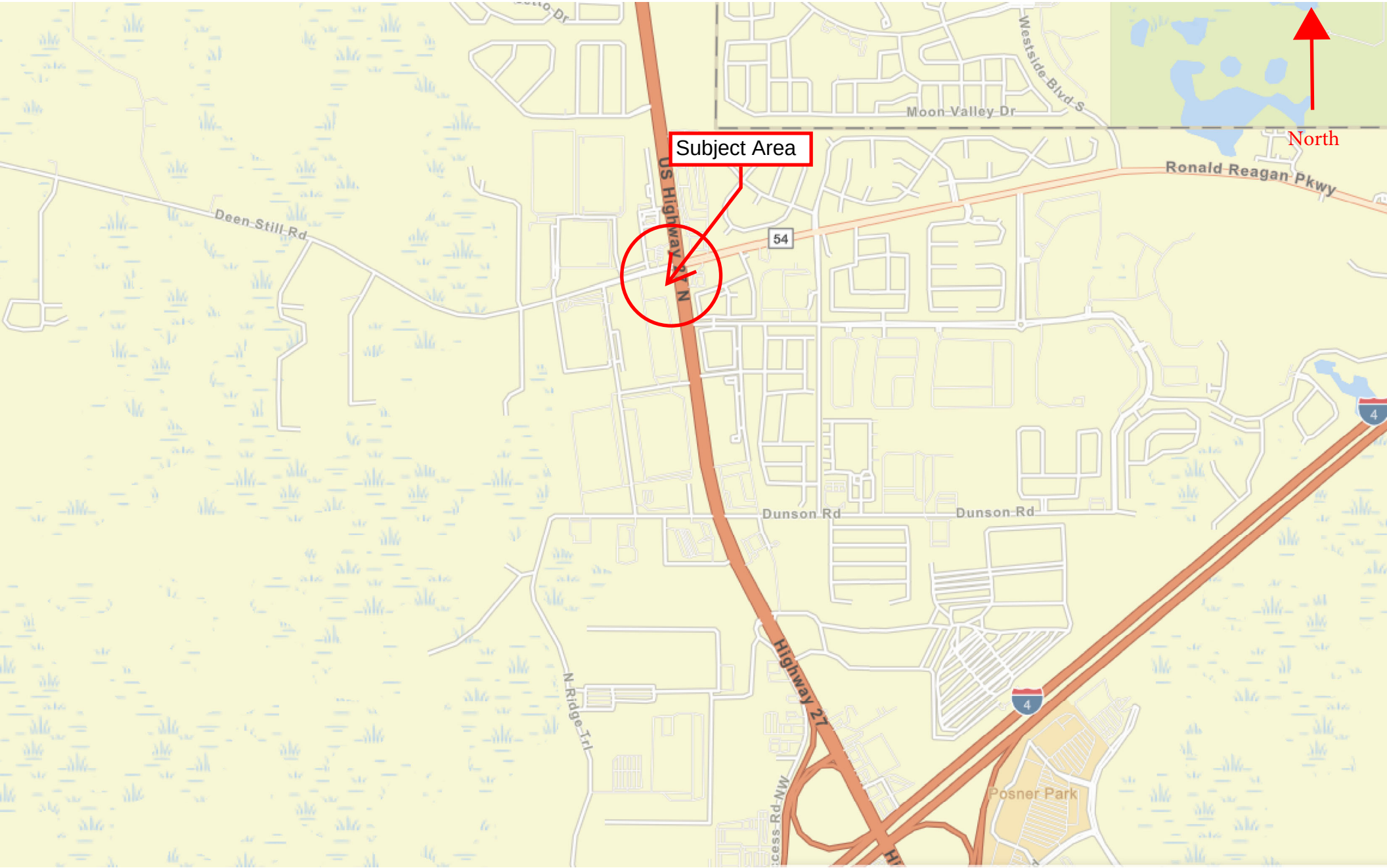
Request Board approve the aforementioned Right-of-Way Agreement and authorize the issuance of funds in the amount of $1,800,000 for the purchase. Also, request Board approve hiring American Government Services Corporation to close the acquisition of the property and approve paying closing costs in the estimated amount of $12,000 for a total amount of $1,812,000.

FISCAL IMPACT

Funds are budgeted and available in Roads and Drainage 5-year CIP in the General Capital Fund.

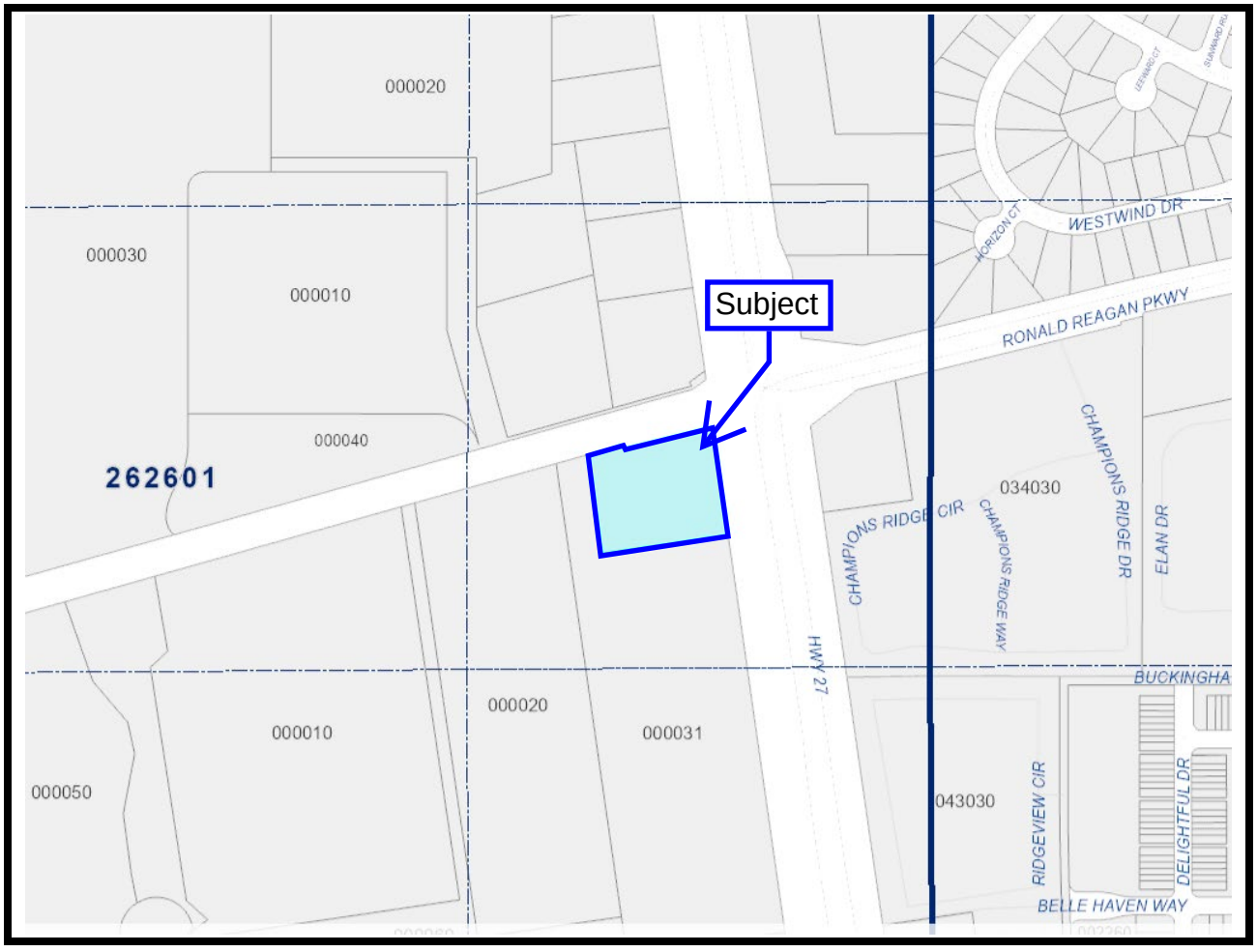
CONTACT INFORMATION

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

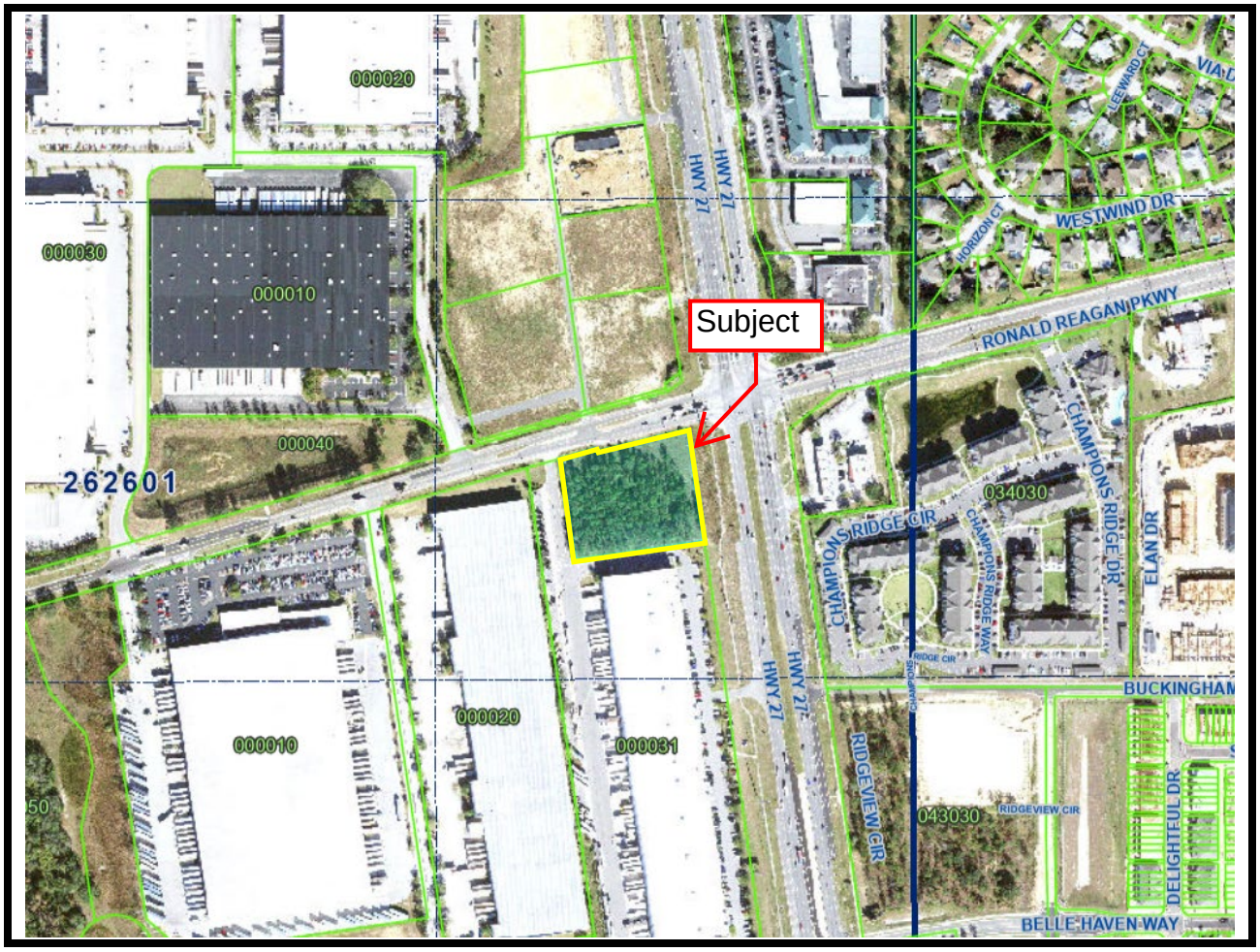


Section 01, Township 26 South, Range 26 East

SECTION 01, TOWNSHIP 26 SOUTH, RANGE 26 EAST



SECTION 01, TOWNSHIP 26 SOUTH, RANGE 26 EAST



Project Name: Deen Still Road
Parcel ID No.: 262601-999972-000032

RIGHT-OF-WAY AGREEMENT

STATE OF FLORIDA
COUNTY OF POLK

THIS AGREEMENT made and entered into this 14th day of May, 2026, by and between **WAWA, INC., a New Jersey corporation,** whose address is 260 W. Baltimore Pike, Wawa, Pennsylvania 19063, (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 County has a road project known as the Deen Still Road ("Project) and said Owner has agreed to sell the property currently identified as Parcel ID No. 262601-999972-000032, and more particularly described in attached Exhibit "A" (the "Property"), for use in conjunction with the Project.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar each to the other paid, it is agreed as follows:

(a) **Purchase Price and Conveyance**. Owner agrees to sell and convey the Property by Warranty Deed, free of liens and encumbrances, and restrictions (except as otherwise provided herein), unto the County, for the total purchase price of One Million Eight Hundred Thousand Dollars ($1,800,000.00) (the "Purchase Price").

(b) **Payment and Closing.** The County shall pay the Purchase Price, together with applicable closing costs as described in Section (d), within forty-five (45) days from the date of this Agreement (the "Closing Date"), upon simultaneous delivery of the Warranty Deed of conveyance. Payment shall be made to the title agency described in Section (d) herein for disbursement at closing.

(c) **Owner Obligations at Closing.** 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 Closing Date), and assessments due on the Closing Date. Any such amounts due will be deducted at closing from the Owner's proceeds. Owner shall also be responsible for the payment and satisfaction of any monetary mortgages, judgments, and/or liens that attach to the Property, and any such amounts due will be deducted at closing from the Owner's proceeds.

(d) **Closing Agent.** 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 real property taxes / assessments, mortgages and Judgments/Liens as described in Section (c), and real estate commissions or fees, if any, incurred as a result of the

Owner. The County represents that it has not incurred the services of a broker. Such closing costs paid by the County include the title insurance premium, closing fee, title search fee, the documentary stamps on the deed, if any, and ancillary recordable documents, if any.

(e) **Deed Restrictions.** The Warranty Deed conveying the Property shall include a restriction prohibiting the Property to be occupied or used for a convenience food store (the "Use Restriction"). The Use Restriction shall run with the land and be binding upon the County and its successors, assigns, and transferees. The term "convenience food store" means any store generally recognized by the retail food industry as being a convenience food store, including but not limited to, the type of store operated by Owner, Sheetz, 7-Eleven, Turkey Hill, Hess, Speedway, Cumberland Farms, QuickChek, Royal Farms, Circle K, Exxon-Mobil (On the Run), Race Trac, Gate, Thorntons, Hess Express, Murphy USA, Murphy Express or Sunoco A-Plus.

(f) **Involuntary Conveyance**. County acknowledges that this conveyance of the Property for right-of-way is in lieu, and under threat, of condemnation. The parties acknowledge that this characterization may have tax consequences for Owner, and nothing in this Agreement shall be construed to alter Owner's right to treat this transaction as an involuntary conversion under applicable provisions of the Internal Revenue Code.

(g) **Release of Claims.** Owner agrees and expressly acknowledges that the Purchase Price and other consideration given in accordance with this Agreement constitute just and full compensation for all property interests acquired hereunder and all claims arising from this acquisition; provided, however, that this release shall not extend to any obligations of the County arising under this Agreement that survive closing, nor to any claims arising from the County's breach of this Agreement. No other monies, including fees and/or costs, are owed by the County to Owner except as expressly set forth herein.

(h) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings between the parties. This Agreement may not be amended or modified except by a written instrument signed by both parties.

(i) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

* **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:_____
Scott C. Lowery, Support Manager
Real Estate Services

OWNER:
WAWA, Inc., a New Jersey corporation

By:_____
John M. Poplawski, Vice President

Approved by:

_____ 5/14/26
Robert W. Allen, Date
Real Estate Services Director

Approved by the Board:

Date:_____

Exhibit "A"

A part of Lot 3 of Way Estates according to the plat thereof as recorded in Plat Book 58, Pages 49 and 50 and being a part of a tract of land described in Official Record Book 5948, page 746 and being more particularly described as follows:

Beginning at the intersection of the Southerly Right of Way line of Deen Still Road and the Westerly Right of Way line of US Highway 27 at a 1/2 inch rebar with LS cap LB 2168;

Thence South 08 degrees 12 minutes 54 seconds East along the Westerly Right of Way line of US Highway 27 a distance of 314.75 feet to a 5/8 inch rebar with LS cap LB 6899;

Thence South 81 degrees 47 minutes 35 seconds West a distance of 366.00 feet to a 5/8 inch rebar with LS cap 6899;

Thence North 08 degrees 12 minutes 25 seconds West 284.74 feet to a 5/8 inch rebar with LS cap 6899 on the Southerly Right of Way line of Deen Still Road;

Thence North 74 degrees 30 minutes 05 seconds East along the Southerly Right of Way line of Deen Still Road a distance of 106.61 feet to a 5/8 inch rebar with LS cap 2168;

Thence continuing along the Right of Way line of Deen Still Road South 13 degrees 10 minutes 46 seconds East 9.15 feet to a 5/8 inch rebar with LS cap 2168;

Thence continuing along the Right of Way line of Deen Still Road North 76 degrees 09 minutes 30 seconds East 260.67 feet to the PLACE OF BEGINNING.

Agenda Item R.32. 6/2/2026

SUBJECT

Declare surplus and approve a Land Purchase Agreement between Southwind Polk, LLC, et al for the purchase of County-owned property identified as Parcel ID Number 272603-701058-000041. Also approve a Release of Easement for existing well and access easements associated with the property. ($100,200, one-time revenue)

DESCRIPTION

The County acquired a fee interest in Parcel ID Number 272603-701058-000041 through Warranty Deed dated February 19, 2010, which was subsequently recorded in Official Records Book 8118 at Pages 2059 and 2060. The parcel is square shaped parcel, containing nearly an acre, which is identified as Lot 4 on the plat of Ovation recorded in Plat Book 151 at Pages 31 through 24 and on the plat of Ovation Replat recorded in Plat Book 162, at Pages 14 through 19. The property previously contained a potable water well and production facility which have since been abandoned and decommissioned and the County has no future need or use for the property. The parcel is surrounded by, and located with, a multifamily development known as Verso Apartments and is only accessible through the development. Due to its location and access limitations it is only of use and benefit to the owners of the adjacent apartment development. County staff contacted the owners of the adjacent apartment complex property, being sister entities known as Southwind-Polk, LLC; Bradford-Polk, LLC and Gulfport-Polk, LLC, and they expressed an interest in purchasing the property. Through negotiations the adjacent owners have agreed to purchase the parcel for the amount of $100,200 and have executed and delivered a Land Purchase Agreement. As part of the Agreement the County agrees to release its interest in a Well Protection Zone Easement and a Perpetual Access Easement which are encumbering the subject property and the owners' adjacent apartment complex property.

Florida Statutes allow for the disposal of County-owned real property by declaring the property surplus and authorizing its private conveyance. Doing so will allow adjacent property owners to purchase the property, place it back on the tax roll, remove the property from the County Land Inventory and allow the County to cease any maintenance activities associated with the parcel. The subject parcel is being sold and in "as is" condition and the conveyance of the property will be by County Deed.

RECOMMENDATION

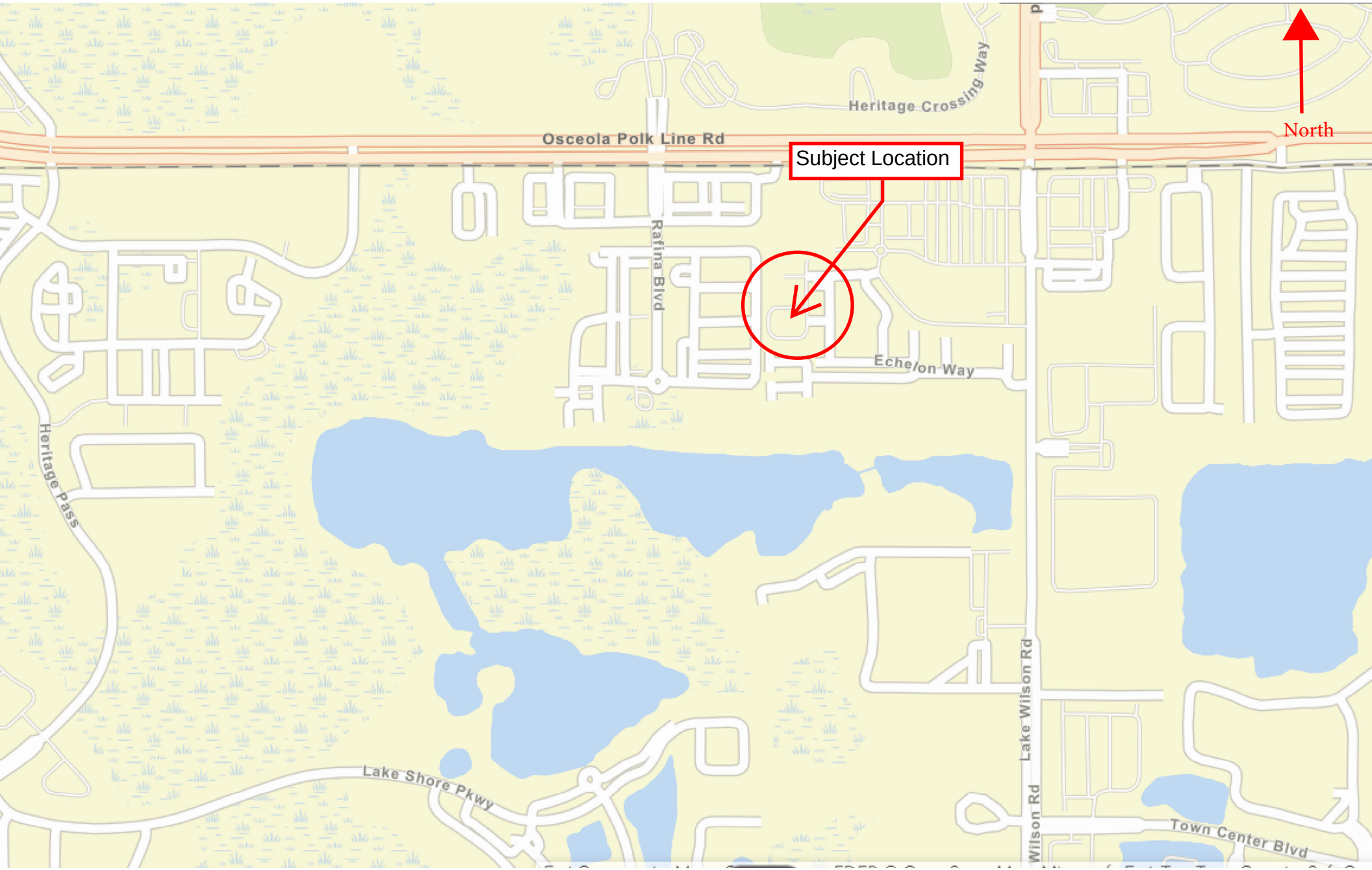
Request Board declare the above-mentioned County-owned parcel surplus and approve the Land Purchase Agreement for the sale of the property for the amount of $100,200. Also request Board authorize a Release of Easement for the Well Protection Zone Easement and Perpetual Access Easement.

FISCAL IMPACT

Proceeds from the sale of the parcel to be deposited into the appropriate fund, to be determined by Finance and Accounting.

CONTACT INFORMATION

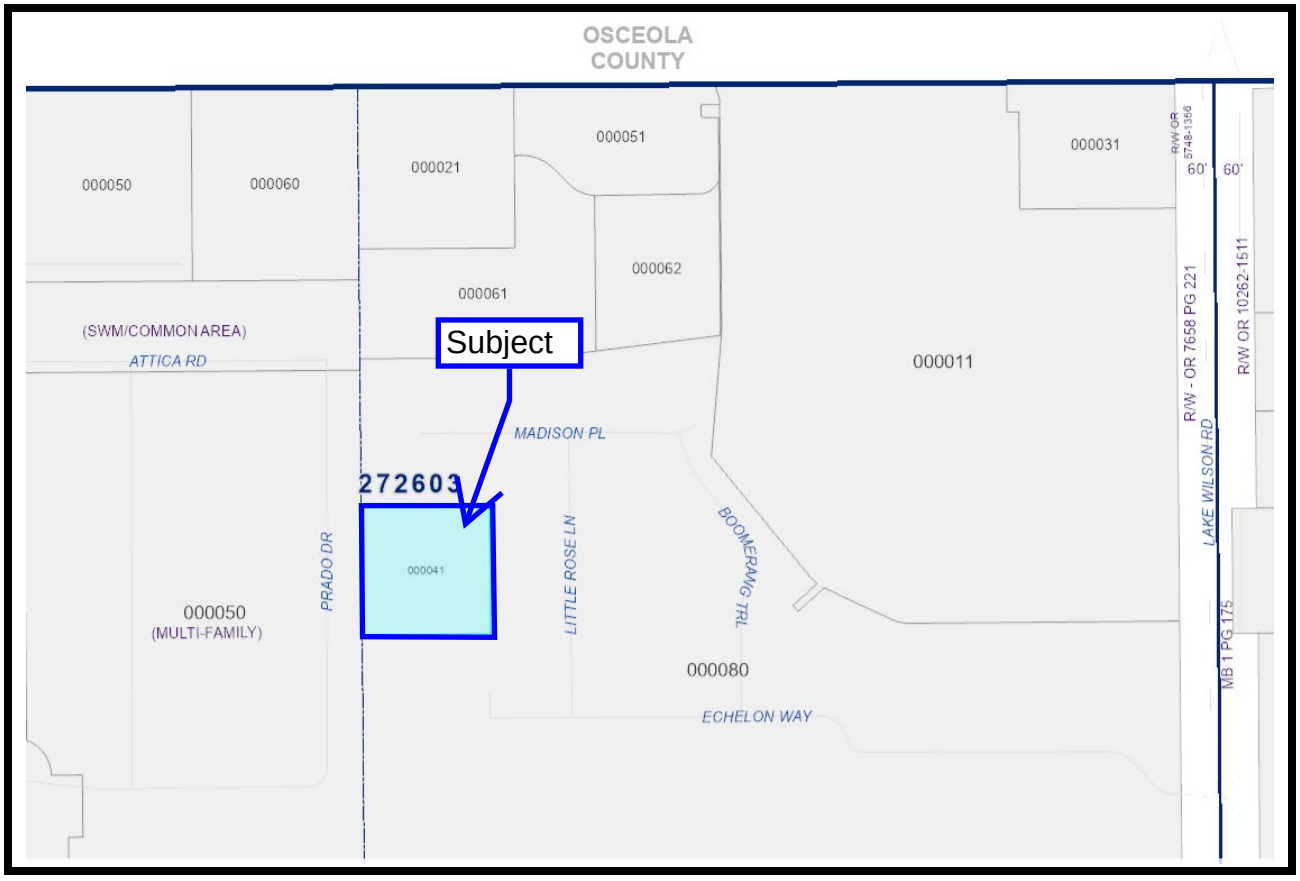
R. Wade Allen, Director
Real Estate Services
863-534-2577



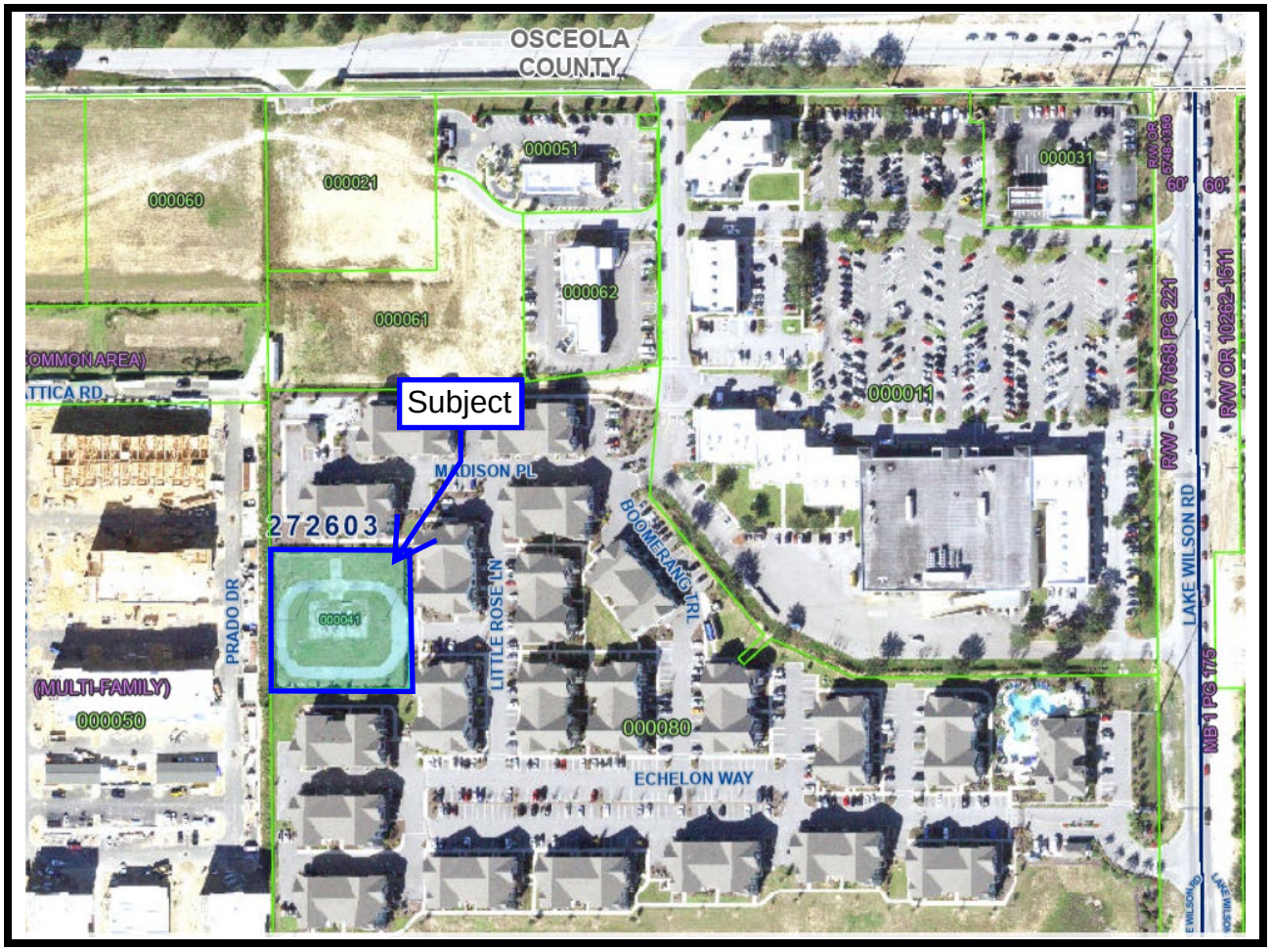
Section 03, Township 26 South, Range 27 East

1855

SECTION 03, TOWNSHIP 26 SOUTH, RANGE 27 EAST



SECTION 03, TOWNSHIP 26 SOUTH, RANGE 27 EAST



Board of County Commissioners

Parcel ID Number: 272603-701058-000041

LAND PURCHASE AGREEMENT

COUNTY OF POLK
STATE OF FLORIDA

THIS AGREEMENT is made and entered into this 12 day of MAY, 2026, between **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Bartow Drawer RE-01, Florida 33831-9005, hereinafter referred to as "County", and **SOUTHWIND-POLK, LLC, a Georgia limited liability company,** as to a 30% undivided interest as tenant in common, **BRADFORD-POLK, LLC, a Georgia limited liability company,** as to a 25% undivided interest as tenant in common, and **GULFPORT-POLK, LLC, a Georgia limited liability company,** as to a 45% undivided interest as tenant in common, each having a mailing address of c/o ECI Group, 2120 Powers Ferry Road SE, Suite 300, Atlanta, Georgia 30339-5020, hereinafter collectively referred to as "Purchasers."

WITNESSETH

WHEREAS County agrees to sell to Purchasers and Purchasers agree to purchase from County the real property identified as **Parcel ID Number 272603-701058-000041**, located in Polk County, Florida, as further described in **Exhibit "A,"** containing approximately 0.92 acre, 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) County agrees to sell and convey the Property by County Deed, unto Purchasers, for the sum of **One Hundred Thousand, Two Hundred and 00/100 Dollars** ($100,200.00).

(b) Purchasers shall pay unto the County the amount of One Hundred Thousand, Two Hundred and 00/100 Dollars ($100,200.00), by guaranteed funds, at the time of closing which shall take place no later than August 1, 2026. In the event that Purchasers do not close on this transaction by August 1, 2026, then this Agreement shall become null and void and of no further force or effect. County shall receive final approval by the Board of County Commissioners of Polk County, Florida (the "County Approval") on or before thirty (30) days prior to closing. In the event that County Approval is not received thirty (30) days prior to closing, Purchasers shall have the right to extend the outside closing date of August 1, 2026, as set forth in Section (b) of the Agreement on a day-by-day basis until the County Approval is received; however, in no event shall the closing date be extended beyond September 1, 2026 without written approval by the Parties. In the event that the Board of County Commissioners of Polk County, Florida fails to approve the Agreement by

August 1, 2026 then this Agreement shall be null and void. Purchasers shall execute and deliver this Agreement to the County no later than June 1, 2026 or it shall become null and void.

(c) Purchasers shall be responsible for all closing costs associated with the transaction including, but not limited to, documentary stamp taxes, recording fees, payment of any real estate fees and/or commissions or attorney fees and/or commissions or attorney's fees on behalf of the Purchasers, if any, and any payments due will be paid by Purchasers at closing. County represents it has not incurred the services of a broker.

(d) Purchasers may, at their sole cost and expense, obtain an owner's title insurance policy at closing; however, County shall not be responsible for curing any defects in the title, nor shall County be required to execute any documentation presented by the closing agent with the exception of the County Deed, all in accordance with Section (g) below. In the event that Purchasers elect to not utilize a title agency for closing, then Purchasers shall pay all applicable closing costs, as further outlined in Section (c) herein, by guaranteed funds, payable to the appropriate authority(ies), and submitted to the County at closing for processing.

(e) Purchasers may not assign this Agreement without the prior written consent of the County, which consent may be withheld in County's sole and absolute discretion.

(f) Purchasers shall be responsible, at their sole cost and expense, for any inspections, surveys, or title examinations as they deem necessary or desirable to determine the suitability of the Property. From and after the Effective Date until the termination of the Land Purchase Agreement (the "Inspection Period"), Purchasers shall have the right to enter upon the Property for the purpose of inspecting the Property and making surveys, engineering tests and other investigations, inspections and tests; provided that Purchasers shall not conduct any invasive inspections on the Property without County's written consent.

(g) As a condition precedent of closing under the Agreement, County shall record a release of that certain Perpetual Access Easement recorded in the Official Records Book 10596, Page 1344, of the Public Records of Polk County, Florida.

(h) The Property is being conveyed As-Is, with no warranties expressed or implied. County's interest in the Property will be conveyed by County Deed pursuant to Florida Statute 125.411(3). This conveyance DOES NOT constitute any development or permitting approvals of the Property by Polk County and Purchasers will need to obtain any required approvals/permits prior to developing the Property to its purposes.

(i) County hereby covenants and agrees with Purchasers that as of the Effective Date and so long as the Agreement remains in full force and effect, as modified, amended and/or extended from time to time:

a. County has not marketed and will not market the Property (or any portion thereof) for sale, lease or any other transfer, and County will not convey or encumber all or any portion of the Property, or any interest therein;

b. County has not entered and shall not enter into any agreement granting to any person any right with respect to the Property, or any portion thereof; and

c. County has not entered and shall not enter into any oral or written agreements or promises regarding current or future use of all or any portion of the Property or any lease, license or occupancy agreement and County shall not modify or extend the terms of any existing leases, if any, without Purchasers' prior written consent.

(j) This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the ordinances, rules, and regulations of Polk County. The Parties hereby agree to the construction, interpretation, or enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.

(k) This Agreement may only be modified or amended in time by a written instrument, mutually accepted by the Parties and executed with the same formality as this Agreement.

(l) This Agreement, including any referenced plans, exhibits, and attachments hereto, shall constitute the entire agreement between the Parties and shall supersede, replace, and nullify any and all prior agreements or understandings, either written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

- **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.

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

By: _____ 5/12/26
R. Wade Allen, Director
Real Estate Services
Its Agent

PURCHASERS:
SOUTHWIND-POLK, LLC, a Georgia limited liability company

By: _____
Seth Greenberg, CEO

BRADFORD-POLK, LLC, a Georgia limited liability company

By: _____
Seth Greenberg, CEO

GULFPORT-POLK, LLC, a Georgia limited liability company

By: _____
Seth Greenberg, CEO

Exhibit "A"

Lot 4, of the Plat of Ovation, according to the map or plat thereof recorded in Plat Book 151, Pages 31 through 34, Public Records of Polk County, Florida.

This instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Heather Fuentes

Parent Parcel ID No.: 272603-701058-000041

RELEASE OF EASEMENT

THIS RELEASE, made this 2nd day of June, 2026, by **POLK COUNTY**, a political subdivision of the State of Florida ("the County"), whose mailing address is P.O. Box 988, Bartow, Florida 33831-0988.

WITNESSETH:

WHEREAS, the plat of Ovation as recorded in Plat Book 151 at Pages 31 through 34 and the plat of Ovation Replat as recorded in Plat Book 162 at Pages 14 through 18, Public Records of Polk County, Florida dedicated to Polk County, its successors and assigns a 100-foot Polk County Well Protection Zone Easement which is situated within Lot 4 of said plats ("Well Easement"); and

WHEREAS, on the 13th day of August, 2018, Armstong Reunion, LLC, a Florida limited liability company granted to the County a Perpetual Access Easement, as recorded in Official Records Book 10596 at Pages 1344 through 1350 ("Access Easement"); and

WHEREAS, the well and facilities associated with the Well Easement are no longer in use and have been removed from the property. Additionally, Southwind-Polk, LLC, Bradford-Polk, LLC, and Gulfport-Polk, LLC have purchased Lot 4 from the County and as part of the Agreement the County has agreed to release the Well Easement and Access Easement.

NOW, THEREFORE, in consideration of the payment of One Dollar ($1.00) and other valuable considerations paid, the receipt whereof is hereby acknowledged, the County hereby releases and abandons that certain 100-foot Well Protection Zone Easement as shown on the plat of Ovation recorded in Plat Book 151 at Pages 31 through 34 and on the plat of Ovation Replat recorded in Plat Book 162 at Pages 14 through 18 in its entirety, and that certain Perpetual Access Access Easement, as recorded in Official Record Book 10596, at Pages 1344 through 1350 in its entirety. All recording references are to the Public Records of Polk County, Florida.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By:_____
Deputy Clerk

(Seal)

GRANTOR:

Polk County, a political subdivision of the State of Florida

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

Polk County

Board of County Commissioners

Agenda Item R.33. 6/2/2026

SUBJECT

Ratify Quit Claim Deed for additional right-of-way along 9th Street NE, as requested through the Development Review Process. (No fiscal impact)

DESCRIPTION

As a result of a proposed residential development adjacent to a County roadway known as 9th Street NE, the County, through its Development Review process 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 of the proposed residential development property, GE Investments of Polk, LLC, executed a Quit Claim Deed to Polk County for the additional right-of-way; however, the deed was previously and inadvertently recorded by the owner, in O.R. Book 13986 at Pages 1217 through 1219, Public Records of Polk County, Florida, prior to acceptance by the Board. Accepting and ratifying the aforementioned Quit Claim Deed will give the County the right-of-way needed to upgrade the existing right-of-way to meet current road classification standards.

RECOMMENDATION

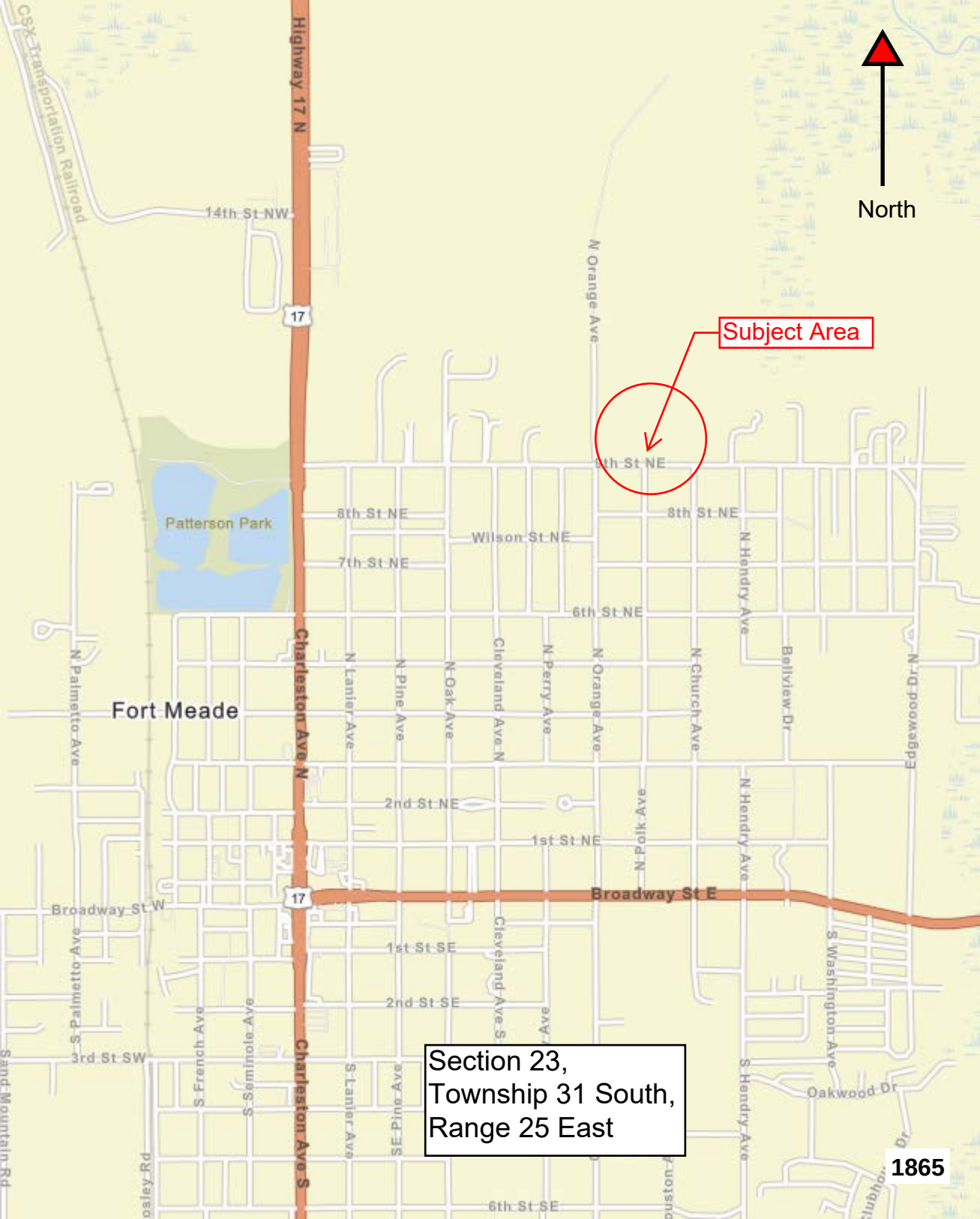
Request Board accept and ratify the aforementioned Quit Claim Deed.

FISCAL IMPACT

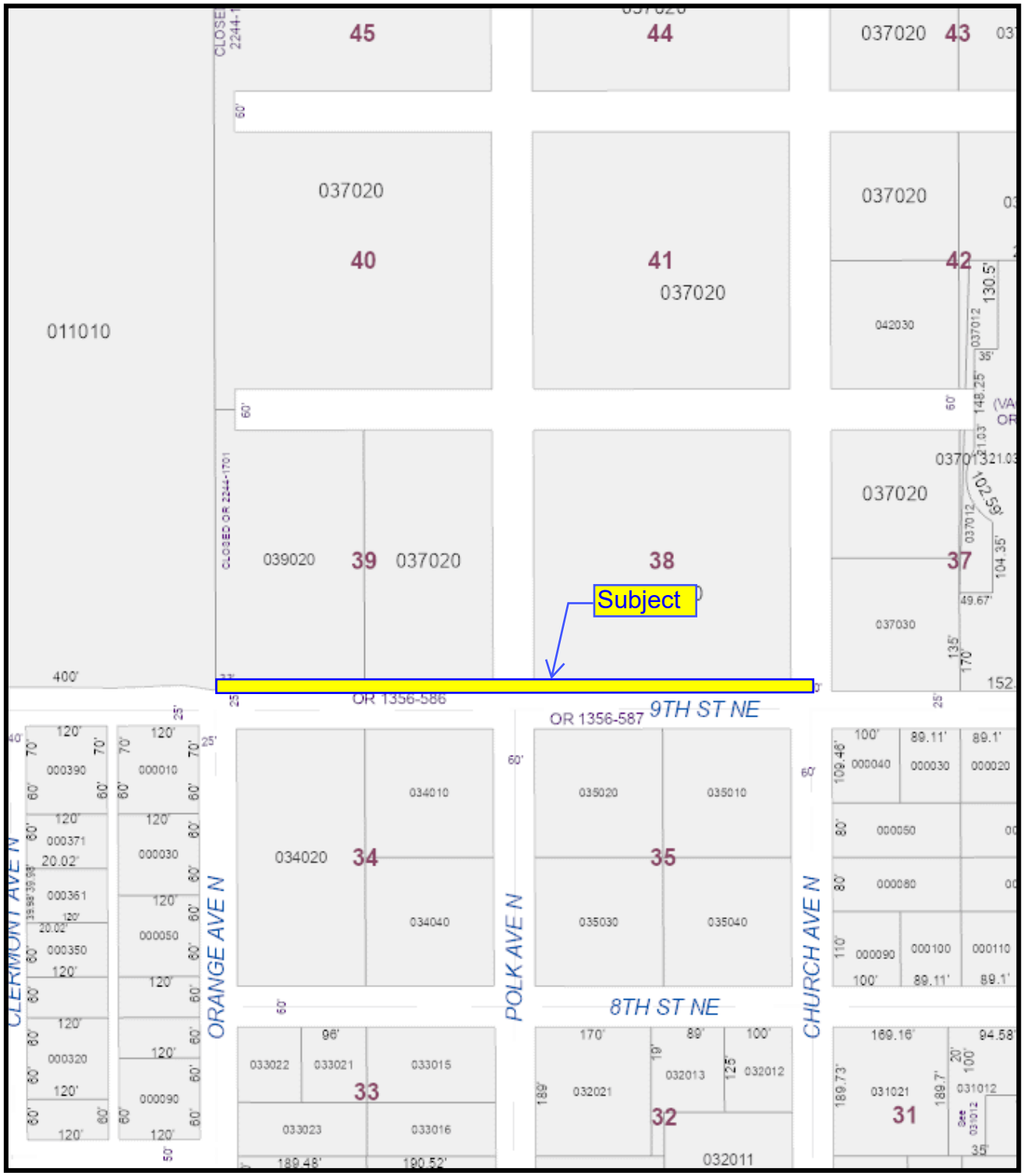
No fiscal impact.

CONTACT INFORMATION

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


North
Subject Area
Section 23,
Township 31 South,
Range 25 East
1865
Fort Meade
Patterson Park
Highway 17 N
Charleston Ave N
Charleston Ave S
Broadway St E
Broadway St W
14th St NW
8th St NE
7th St NE
6th St NE
2nd St NE
1st St NE
1st St SE
2nd St SE
3rd St SW
6th St SE
Wilson St NE
N Orange Ave
N Hendry Ave
N Church Ave
N Lanier Ave
N Pine Ave
N Oak Ave
Cleveland Ave N
N Perry Ave
N Polk Ave
Bellview Dr
Edgewood Dr N
N Palmetto Ave
S Palmetto Ave
S French Ave
S Seminole Ave
S Lanier Ave
S Pine Ave
Cleveland Ave S
S Washington Ave
S Hendry Ave
Oakwood Dr
Sand Mountain Rd
CSX Transportation Railroad
17

SECTION 23, TOWNSHIP 31 SOUTH, RANGE 25 EAST



INSTR # 2026107993
BK 13986 Pgs 1217-1219 PG(s)3
05/06/2026 10:23:52 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 27.00

This Instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: DRC – 9th Street NE R/W
LDRES-2025-29 – The Meadows

Parent Parcel ID Nos.: 253123-434210-037020/039020

QUIT CLAIM DEED

THIS INDENTURE, made this 5 day of May, 2026, between **GE INVESTMENTS OF POLK, LLC**, a Florida limited liability company, whose address is 1925 E. Edgewood Drive, Suite 100, Lakeland, Florida 33803, 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.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Witness #1
Print Name: Dareen Corzano
Address: 1925 E Edgewood Dr, Suite 100
Lakeland, FL 33803

Witness #2
Print Name: Austin Evans
Address: 1925 E Edgewood Dr, Suite 100
Lakeland FL 33803

GE INVESTMENTS OF POLK, LLC, a Florida limited liability company

By: _____
Edward H. Laderer, Jr., Manager

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5 day of May, 2026, by Edward H. Laderer, Jr., as Manager of GE Investments of Polk, LLC, a Florida limited liability company, on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

KAITLYN BIBEAU
Notary Public - State of Florida
Commission # HH 615384
My Comm. Expires Nov 21, 2028
Bonded through National Notary Assn.

Notary Public
Kaitlyn Bibeau
Printed Name of Notary
HH 615384
Commission Number and Expiration Date

A 15-foot-wide strip of land in the Southwest 1/4 of Section 23, Township 31 South, Range 25 East, Polk County, Florida, more particularly described as follows: Commence at the Southwest corner of said SW 1/4 of Section 23, thence North 00°10'50" West along the West line of said Section 23, a distance of 25.00 feet to the North right-of-way line of 9th Street NE per deed recorded in O.R. Book 1356, Page 586, Public Records of Polk County, Florida, and the Point of Beginning; thence continue North 00°10'50" West along said West line a distance of 15.00 feet; thence South 89°59'43" East parallel with said North right-of-way line, a distance of 876.44 feet to the centerline of Church Avenue, a 60-foot-wide right-of-way according to the plat of J.E. Robeson Addition to the Town of Fort Meade, recorded in Plat Book 1, Page 21, Public Records of Polk County, Florida, said Church Street right-of-way being vacated by Ordinance No. 2026-03, recorded in O.R. Book 13929, Pages 797-799, Public Records of Polk County, Florida; thence South 00°14'57" East along a southerly projection of said centerline, a distance of 15.00 feet to the aforesaid North deeded right-of-way line; thence North 89°59'43" West along said North right-of-way line, a distance of 876.46 feet to the Point of Beginning.

Containing:13,147 square feet or 0.30 acres, more or less.

Stacy M. Butterfield POLK
CFN# 2026107993 OR BK 13986 PG 1218 Pgs 1217-1219 05/06/2026 10:23:52 AM

LEGAL DESCRIPTION

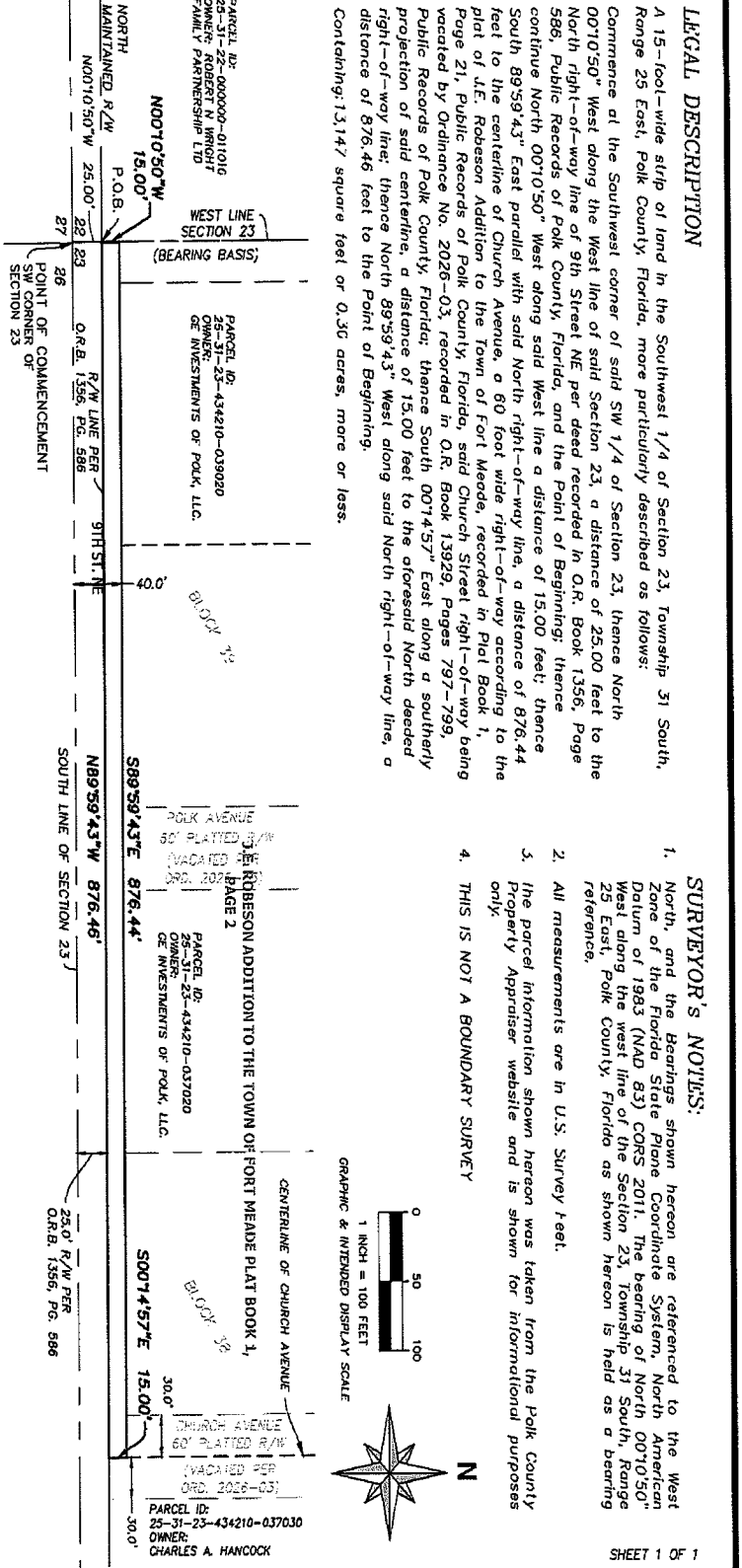
A 15-foot-wide strip of land in the Southwest 1/4 of Section 23, Township 31 South, Range 25 East, Polk County, Florida, more particularly described as follows:

Commence at the Southwest corner of said SW 1/4 of Section 23, thence North 00°10'50" West along the West line of said Section 23, a distance of 25.00 feet to the North right-of-way line of 9th Street NE per deed recorded in O.R. Book 1356, Page 586, Public Records of Polk County, Florida, and the Point of Beginning; thence continue North 00°10'50" West along said West line a distance of 15.00 feet; thence South 89°59'43" East parallel with said North right-of-way line, a distance of 876.44 feet to the centerline of Church Avenue, a 60 foot wide right-of-way according to the plat of J.E. Robeson Addition to the Town of Fort Meade, recorded in Plat Book 1, Page 21, Public Records of Polk County, Florida, said Church Street right-of-way being vacated by Ordinance No. 2026-03, recorded in O.R. Book 13929, Pages 797-799, Public Records of Polk County, Florida; thence South 00°14'57" East along a southerly projection of said centerline, a distance of 15.00 feet to the aforesaid North deeded right-of-way line; thence North 89°59'43" West along said North right-of-way line, a distance of 876.46 feet to the Point of Beginning.

Containing: 13,147 square feet or 0.30 acres, more or less.

SURVEYOR'S NOTES:

1. North, and the Bearings shown hereon are referenced to the West Zone of the Florida State Plane Coordinate System, North American Datum of 1983 (NAD 83) CORS 2011. The bearing of North 00°10'50" West along the west line of the Section 23, Township 31 South, Range 25 East, Polk County, Florida as shown hereon is held as a bearing reference.
2. All measurements are in U.S. Survey Feet.
3. The parcel information shown hereon was taken from the Polk County Property Appraiser website and is shown for informational purposes only.
4. THIS IS NOT A BOUNDARY SURVEY



LEGEND

LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
ORD.	ORDINANCE
PG	PAGE
P.O.B.	POINT OF BEGINNING
PSM	PROFESSIONAL SURVEYOR & MAPPER
R/W	RIGHT OF WAY

STATE OF FLORIDA
JOHN M. CLYATT
PSM 4092
Professional Surveyor and Mapper

John M Clyatt

Digitally signed by John M Clyatt

JOHN M. CLYATT, P.S.M.
FLORIDA REGISTRATION No. 4092
30 SOUTH, LLC.
FLORIDA REGISTRATION No. LB 8474

04/10/2026
DATE

SHEET 1 OF 1

DESCRIPTION SKETCH
LOCATED IN SECTION 23,
TOWNSHIP 31 SOUTH, RANGE 25 EAST
POLK COUNTY, FLORIDA
PREPARED FOR: GE INVESTMENTS OF POLK, LLC.

30 SOUTH SURVEYING

30 SOUTH, LLC.
425 SOUTH FIRST AVENUE
BARTOW, FLORIDA 33830
PHONE: (863)-800-3539
LICENSED BUSINESS No. LB 8474

		No.	Date	Approved	REVISION
Project No.:	358	O.R.	4/13/26	JMC	Original Release
Horiz. Scale:	1" = 100'				
DWG. Name:	358-RW DEDICATION				
Drawn By:	KR				
Field Bk / Pg.:	N/A				
Drawing No.:	SD 932	PLOTTED: Tuesday, April 14, 2026			

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OR THE ELECTRONIC SIGNATURE AND COMPUTER GENERATED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Stacy M. Butterfield POLK
CFN# 2026107993 OR BK 13986 PG 1219 Pgs 1217-1219 05/06/2026 10:23:52 AM

Polk County

Board of County Commissioners

Agenda Item R.34. 6/2/2026

SUBJECT

Approve Land Purchase Agreement between Ann Duer and Polk County for the purchase of conservation preservation properties. ($3,000 one-time expense)

DESCRIPTION

The owner of a parcel of land in the northern part of the county, Ann Duer, contacted County staff to inquire if the County had any interest in purchasing the property. The property identified as Parcel ID Number 262605-000000-014060 is a rectangular-shaped vacant parcel containing approximately 1.36 acres. County staff reviewed the parcel and determined that the property is located within a state designated conservation area known as the Green Swamp Florida Forever - Boart of Trustees Project Area. Acquiring the parcel would complement other conservation properties owned by the County in the area and allow the property to be utilized for conservation preservation. Negotiations with the owner have resulted in a proposed price of $3,000 for the purchase of the property and the owner has executed a Land Purchase Agreement. Approving the Land Purchase Agreement will allow the County to purchase and take ownership of the subject property for use as conservation preservation.

RECOMMENDATION

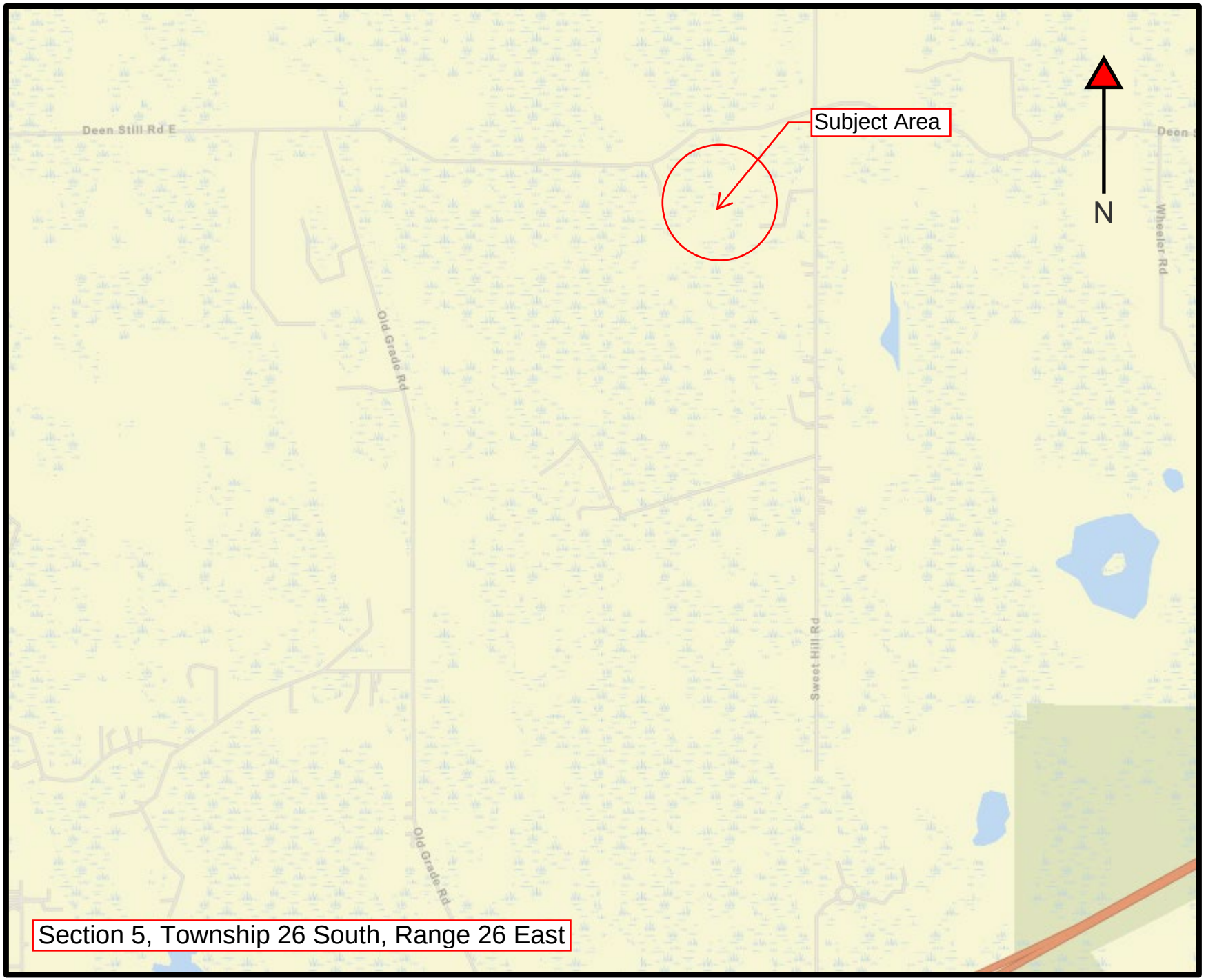
Request Board approve the aforementioned Land Purchase Agreement and authorize the issuance of funds in the amount of $3,000 for the purchase.

FISCAL IMPACT

Funds are available in the amount of $3,000 for the purchase in the Environmental Land Acquisition Fund.

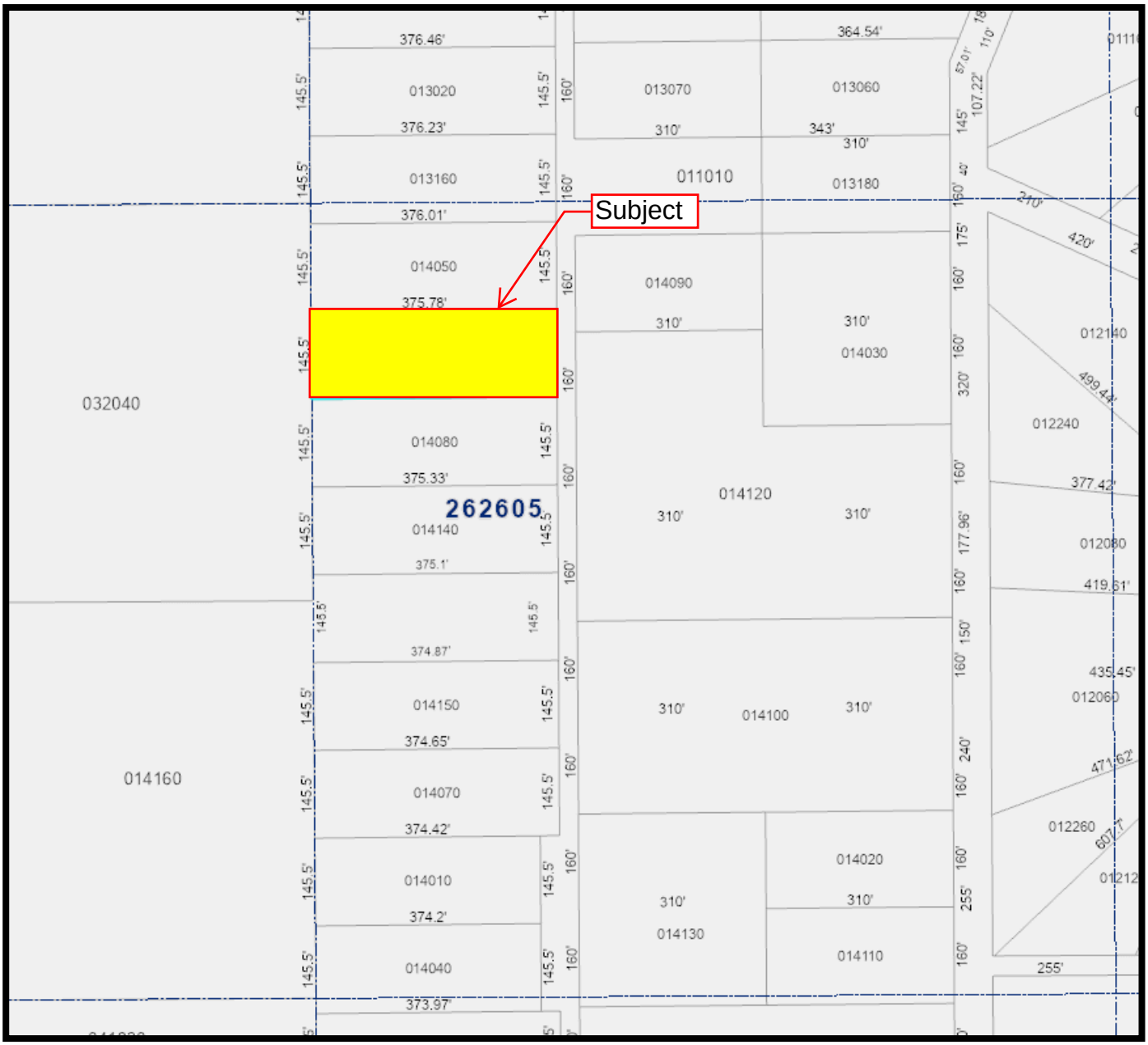
CONTACT INFORMATION

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



Section 5, Township 26 South, Range 26 East

SECTION 5, TOWNSHIP 26 SOUTH, RANGE 26 EAST



Board of County Commissioners

Florida Forever Conservation Preservation
Parcel ID Number: 262605-000000-014060

LAND PURCHASE AGREEMENT

COUNTY OF POLK
STATE OF FLORIDA

THIS AGREEMENT made and entered into this 11th day of May, 2026, between **ANN DUER, the unremarried widow of Joseph Duer, deceased,** whose mailing address is 9 Walnut Street, Stony Point, New York 10980, 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 262605-000000-014060** located in Polk County, Florida, as further described in **Exhibit "A",** containing approximately 1.36 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 **$3,000.00 (Three Thousand Dollars)**.

(b) Purchaser shall pay unto the Owner the total sum of $3,000.00, by County Warrant, within ninety (90) days from the date hereof upon simultaneous delivery of such instrument of conveyance. Any improvements or personal property not removed from the Property by closing shall be considered abandoned by the Owner.

(c) Owner shall be responsible for the payment of any past due property taxes or current property taxes for which tax bills are available. Purchaser will be responsible for current year taxes for which no tax bill is available yet. Purchaser shall be responsible for the recording of the deed of conveyance.

(d) Owner shall be responsible for the payment of all real estate fees or commission due, if any, and any payment(s) due will be deducted at closing from Owner's proceeds. Purchaser represents it has not incurred the services of a broker.

(e) The Owner agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement is just and full compensation for all property interest and/or claims arising from this acquisition and no other monies, including fees and/or costs, are owed by the County to Owner.

- **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date shown above.

PURCHASER:
POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: Melanea D Hough

Melanea D. Hough, Professional Real Estate Services

OWNER:

By: Ann Duer

Ann Duer, the un-remarried widow of Joseph Duer, deceased

APPROVED BY:

By: 5/18/26

R. Wade Allen, Director
Real Estate Services
Its Agent

Exhibit "A"

The South 145.50 feet of the North 1641.68 feet of the East 1/2 of Section 5, Township 26 South, Range 26 East. Less and except the East 2246.00 feet thereof. The East 33 feet subject to an easement for road purposes. Also known as Tract No. 102 of Unit B of the unrecorded plat of Groveland Ranch Acres.

Being Parcel I.D. #262605-000000-014060

Being the same property described in that certain Warranty Deed recorded in Official Record Book 1678 at Page 816, Public Records of Polk County, Florida.

Agenda Item R.35. 6/2/2026

SUBJECT

SET HEARING to Consider Adopting a Resolution Allowing for the Installation of a Traffic Calming Device (Speed Hump) on Bay Boulevard West (North) near Lake Wales. (Suggested Hearing Date: Tuesday, July 7, 2026, at 9:15 a.m.) (No fiscal impact)

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 Bay Boulevard West (North). Bay Boulevard West (North) is located in the Lake Wales area in S-4, T-30S, R-27E, and is classified as a Local Residential roadway.

Staff conducted traffic studies on Bay Boulevard West (North), as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff subsequently distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

Per Board policy, once requirements are met, the public will have an opportunity to address the Board of County Commissioners before traffic calming devices are approved.

RECOMMENDATION

Request Board set a Public Hearing date to consider adopting a Resolution allowing for the installation of a traffic calming device (speed hump) on Bay Boulevard West (North). Suggested Hearing Date: Tuesday, July 7, 2026, at 9:15 a.m.

FISCAL IMPACT

There is no fiscal impact in setting the Public Hearing.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Director
(863) 535-2200

Agenda Item R.36. 6/2/2026

SUBJECT

SET HEARING to Consider Adopting a Resolution Allowing for the Installation of Traffic Calming Devices (Speed Humps) on Eastside Drive South near Lakeland. (Suggested Hearing Date: Tuesday, July 7, 2026, at 9:15 a.m.) (No fiscal impact)

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 Eastside Drive South. Eastside Drive South is located in the Lakeland area in S-21, T-28S, R-24E, and is classified as an Urban Collector roadway.

Staff conducted traffic studies on Eastside Drive South, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff subsequently distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

Per Board policy, once requirements are met, the public will have an opportunity to address the Board of County Commissioners before traffic calming devices are approved.

RECOMMENDATION

Request Board set a Public Hearing date to consider adopting a Resolution allowing for the installation of traffic calming devices (speed humps) on Eastside Drive South. Suggested Hearing Date: Tuesday, July 7, 2026, at 9:15 a.m.

FISCAL IMPACT

There is no fiscal impact in setting the Public Hearing.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Director
(863) 535-2200

Agenda Item R.37. 6/2/2026

SUBJECT

SET HEARING to Consider Adopting a Resolution Allowing for the Installation of Traffic Calming Devices (Speed Humps) on Pryor Road near Haines City. (Suggested Hearing Date: Tuesday, July 7, 2026, at 9:15 a.m.) (No fiscal impact)

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 Pryor Road. Pryor Road is located in the Haines City area in S-22, T-27S, R-27E, and is classified as a Local Residential roadway.

Staff conducted traffic studies on Pryor Road, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff subsequently distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

Per Board policy, once requirements are met, the public will have an opportunity to address the Board of County Commissioners before traffic calming devices are approved.

RECOMMENDATION

Request Board set a Public Hearing date to consider adopting a Resolution allowing for the installation of traffic calming devices (speed humps) on Pryor Road. Suggested Hearing Date: Tuesday, July 7, 2026, at 9:15 a.m.

FISCAL IMPACT

There is no fiscal impact in setting the Public Hearing.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Director
(863) 535-2200

Agenda Item R.38. 6/2/2026

SUBJECT

SET HEARING to Consider Adopting a Resolution Allowing for the Installation of Traffic Calming Devices (Speed Humps) on Sixth Street East (Wahneta) near Winter Haven. (Suggested Hearing Date: Tuesday, July 7, 2026, at 9:15 a.m.) (No fiscal impact)

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 Sixth Street East (Wahneta). Sixth Street East (Wahneta) is located in the Winter Haven area in S-21, T-29S, R-26E, and is classified as a Local Residential roadway.

Staff conducted traffic studies on Sixth Street East (Wahneta), as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff subsequently distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

Per Board policy, once requirements are met, the public will have an opportunity to address the Board of County Commissioners before traffic calming devices are approved.

RECOMMENDATION

Request Board set a Public Hearing date to consider adopting a Resolution allowing for the installation of traffic calming devices (speed humps) on Sixth Street East (Wahneta). Suggested Hearing Date: Tuesday, July 7, 2026, at 9:15 a.m.

FISCAL IMPACT

There is no fiscal impact in setting the Public Hearing.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Director
(863) 535-2200

Polk County

Board of County Commissioners

Agenda Item R.39. 6/2/2026

SUBJECT

Approve Change Order No. 2 with Crisdel Group, Inc., (Contractor) for the Fort Fraser Trail Extension Project (aka Holloway Family Trail Project). ($781,306.24 one-time expense)

DESCRIPTION

The Board approved Contract No. 2024-045 with the Contractor on May 10, 2024, in the amount of $6,943,298.20. Construction began on July 8, 2024, and is now complete. The scope of work included constructing a new shared use path starting at US 98 @ Winter Lake Road and extending to the west to Lakeland Highlands Road. At this point the new path extends to the north and ends at Glendale Street.

During construction, the Engineer of Record issued plan revisions to accommodate additional and unforeseen modifications that were needed to allow the shared use path to function correctly and allow owners continued access to their properties. The cost of these modifications is $237,670.24. These changes included:

- Modifications to driveway to PCSO facility.
- Mill and resurface sections of Winter Lake Rd to correct poor pavement conditions.
- Drainage and geometric improvements at Winter Lake Rd @ States Street.
- Modify a section of curbing along Winter Lake Rd to allow a private property owner ease of access.
- Added one cross drain pipe and raised path profile for a short section of the project to allow the path to remain in the dry during rainy season.
- Added Type D curbing along the edge of the path north of the Lowe's driveway due to grade issues.
- Added additional fencing and gates to improve access to the path for adjacent owners.

During construction, the Contractor and the Construction Engineering and Inspection (CEI) staff discovered unsuitable soils were underlying a section of the path. The contractor removed 4,608 cubic yards of unsuitable soils and replaced with clean fill material. The cost of removing and replacing the unsuitable soils is $543,636.00.

The total cost of the plan revisions and the removal of the unsuitable soils is $781,306.24.

RECOMMENDATION

Request Board approve Change Order No. 2 with Crisdel Group, Inc. in the amount of $781,306.24 to pay for the additional and unforeseen work previously described.

FISCAL IMPACT

Funds are budgeted in the Transportation Millage Fund.

CONTACT INFORMATION

Douglas Gable, P.E.
Project Management Manager
Roads & Drainage Division
(863) 535-2285

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

EXHIBIT XVII
CHANGE ORDER

PROJECT: Fort Fraser Trail Extension - Winter Lake Road to Glendale Street **CHANGE ORDER NUMBER:** 2
BID NO.: 23-44 4 **CONTRACT NO.:** 2024-045

CONTRACTOR: Crisdel Group, Inc.

POLK COUNTY,
A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA

ARCHITECT/ENGINEER: Kris Morgan, Jacobs Engineering

DESCRIPTION OF CHANGE ORDER:

Contract is changed as follows: Incorporate changes made by Revisions 3,4 and 5. Compensate for removal of unforeseen unsuitable soil east of station 264+00

ARCHITECT/ENGINEER: Kris Morgan, Jacobs
Date: 4/22/26 Signature

Not valid until signed by the County and Contractor.

Original Contract Sum	$ 6,943,298.20
Net change by previously authorized Change Orders	$ 558,221.80
Contract Sum prior to this Change Order	$ 7,501,520.00
Contract Sum will be **increased/ decreased** by this Change Order in the amount of	$ 781,306.24
New Contract Sum including this Change Order will be	$ 8,282,826.24

Contract Time will be increased by 0 days.
Date of substantial Completion as of the date of this Change Order therefore is 11/2/2025

The above changes are accepted by: Frank A. Criscola, President, Crisdel Group, Inc.

CONTRACTOR: Date: 04/29/26

YOU ARE HEREBY AUTHORIZED TO MAKE THE CHANGES NOTED ABOVE:

COUNTY: **POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

5/14/26

Division Director Date

(Change order increases require Board approval)

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

County Manager or designee Date

CHAIRMAN **Date**

04/04/2016

CHANGE ORDER 2 ENGINEER'S ESTIMATE

Issue	REVISION	Description	Contractor's $	Engineer's Estimate	Difference
Issue 1	5	R5 - Change Sheriff driveway between approx. sta 15+70 to 16+60 RT from a Concrete driveway to an asphalt driveway	$26,512.30	$26,567.68	$ (55.38)
Issue 2	5	R5 - Mill and Resurface in front of Sheriff driveway between sta. 13+50 to 14+51.82 to maintain positive drainage of the roadway	$6,189.70	$6,090.59	$ 99.11
Issue 3	5	Remove F-curb installed by Contractor and replace with modified E-curb due to a request by a property owner to allow access to property from Winter Lake Road	$4,150.44	$4,424.33	$ (273.89)
Issue 4	5	Extension to Sheriff Driveway between 13+70 to 14+40 RT	$5,061.60	$5,061.60	$ -
Issue 5	3	R3 - Addition of CD-4 near 238+60 and PGL change	$41,785.55	$43,294.35	$ (1,508.80)
Issue 6	4	R4 - States street intersection and signs/stripe at ramps	$133,839.65	$139,742.75	$ (5,903.10)
Issue 7	4	Adding 275 LF of fence and 2 gates per request of Polk County	$12,612.00	$12,612.00	$ -
Issue 8	5	Added concrete curb Type D at approximately sta 44+00 to 45+00 LT	$7,519.00	$7,519.00	$ -
			$237,670.24	$245,312.30	$ (7,642.06)

Ft Fraser Trail Extension: Over Excavation - West Side of Access

			Excavated				Imported			
DATE	Station Start	Station End	Loads	CY (16 CY/ LD)	Total Cut/ Fill ($/CY)	Total $	Loads	CY (16 CY/ LD)	Total Cut/ Fill ($/CY)	Total $
9/19/2024	22,542	22,386	57	912	$ 58.75	$ 53,580	61	976	$ 47.25	$ 46,116
9/20/2024	22,386	22,285	49	784	$ 58.75	$ 46,060	49	784	$ 47.25	$ 37,044
9/23/2024	22,285	22,236	37	592	$ 58.75	$ 34,780	50	800	$ 47.25	$ 37,800
9/30/2024	22,236	22,147	70	1,120	$ 58.75	$ 65,800	65	1,040	$ 47.25	$ 49,140
10/1/2024	22,147	22,093	34	544	$ 58.75	$ 31,960	36	576	$ 47.25	$ 27,216
10/2/2024	22,093	21,979	41	656	$ 58.75	$ 38,540	41	656	$ 47.25	$ 30,996
10/3/2024	22,093	21,979		-	$ 58.75	$ -	59	944	$ 47.25	$ 44,604
			288	**4,608**	**Total**	**$ 270,720**	**361**	**5,776**	**Total**	**$ 272,916**
							TOTAL	**$**	**543,636**	

1. Agreed To above tracking with EOR to ensure accuracy of quantities for cost associated with this work. Due to the existing site conditions, the West side of the access was tracked by loads.
2. Data verified and confirmed by Crisdel & Jacobs team. Crisdel Superintendent & Jacobs full time on-site inspector field tracked load counts and station #'s.

Polk County

Board of County Commissioners

Agenda Item R.40. 6/2/2026

SUBJECT

Approve Consultant Services Authorization (CSA) No. 22-091-06 with Kisinger Campo & Associates, Corp. (Consultant) to provide professional engineering services in connection to the preparation of initial engineering documents and 15% Line and Grade plans for the design of the Rockridge Rd Bridge No. 164144 Replacement Project. ($184,698.00 one-time expense)

DESCRIPTION

The existing Rockridge Rd Bridge No. 164144 crossing over Mattress Drain was built in 1960. This 66-year-old structure is almost functionally obsolete with performance characteries deteriorating. Based on the on-going deterioration, Polk County has requested the Consultant to provide professional engineering services for the preparation of a Bridge Hydraulic Report (BHR), Bridge Development Report (BDR), and 15% Line & Grade plans for the design of a new structure to replace the existing Bridge.

This CSA will retain the Consultant to perform the aforementioned services at a not-to-exceed fee of $184,698.00 and will be completed in accordance with the Scope of Services in “Exhibit A”.

RECOMMENDATION

Request Board approve CSA No. 22-091-06 with Kisinger Campo & Associates, Corp. (Consultant) to provide professional engineering services for the preparation of a Bridge Hydraulic Report (BHR), Bridge Development Report (BDR), and 15% Line & Grade in connection with the Rockridge Rd Bridge No. 164144 Replacement Project at a cost of $184,698.00.

FISCAL IMPACT

Funds are budgeted and available in the Transportation Trust Fund

CONTACT INFORMATION

Jose Fernandez, E.I.
Project Management Section
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE) Noah Milov ✓
Heather Bryan ___

FROM: Jose Fernandez (863) 535-2310 (Name and Phone Number) DATE: 04/17/2026

RETURN TO: Jose Fernandez (TR01) DIVISION: Roads & Drainage

BOARD AGENDA DATE: 05/19/2026 COUNTY MANAGER ITEM: ☐

PROJECT: Rockridge Road Bridge 164144 Replacement

CSA/CONTRACT NUMBER: 22-091-06

MODIFICATION NUMBER: _____ CHANGE ORDER NUMBER: _____

TYPE OF AGREEMENT: CSA

NAME OF CONSULTANT/CONTRACTOR: Kisinger Campo & Associates, Corp.

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL: _____

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest conveninence. THANK YOU.

For CAO Use Only: County Attorney

Assigned Staff: Noah Log-In Date: APR 22 2026

CAO Project Number: 26-273 Log-Out Date: 5-4-26

CONSULTANT APPROVAL FORM

CPO: If Consultant fee is under $50,000 & construction is under $250,000
CSA: If Construction is under $7,500,000;
OR for study activity if consultant fee is under $500,000- (FS 287.055 CCNA)

CPO/CSA #: 2022-091-06 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 04/17/2026 Division: Roads and Drainage

Project Manager's Name: Jose Fernandez Phone #: 535-2310

Project Name: Rockridge Road Bridge 164144 Replacement

Total Project Budget: $ 200,000.00 Project #: 5400268

Estimate of Construction Cost: $3,000,000.00

Proposed Consultant: Kisinger Campo & Associates, Corp. Fee: $184,698.00

Master Consultant Agreement #: 22-091

Attach Scope of Services Proposed by the Consultant (Exhibit "A")

Approved By: _____ Date 4/20/26
Division Director/Designee

Procurement Division

Date Received: 4/20/26 Date Reviewed by Analyst: 4/21/26

Approved by: _____
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received: 4/22/2026 Date Reviewed: 5/1/2026

Approved by: _____
(County Attorney Office Signature)

County Manager's Office (Required if consultant fee is greater than $100,000)

Date Received: _____ Date Reviewed: 5/5/26

Approved by: _____
(County Manager Office Signature)

Additional Attachments: number of days to complete project, not to exceed/lump sum amount, justification for consultant selected, fee schedule, and Professional Liability COI (COI applicable to CSA only, description field must be project specific (contract requirement)).

Revised: 6/28/24(KB)

Selection Procedure for Consultants with Continuing Contracts
CCNA Continuing Contracts Justification Form

Please submit this form along with any Original CSA/CPO Consultant Approval Form

Division: Roads & Drainage
Project Manager: Jose Fernandez

Step 1:

Review list for appropriate Expertise, Experience, and Personnel (List all consultants awarded a master agreement under the RFP)

Consultant	Expertise	Experience	Personnel	Local (Y/N)	Elevated for Consideration (Y/N)
AECOM	Y	Y	Y	Y	Y
AIM Engneering & Survey	Y	Y	Y	Y	Y
Burgess and Niple	Y	Y	Y	N	Y
CONSOR Engineers	Y	Y	Y	Y	Y
Dewberry Engineers	Y	Y	Y	Y	Y
DRMP	Y	Y	Y	Y	Y
HDR Engineering	Y	Y	Y	N	Y
HNTB	Y	Y	Y	Y	Y
Jacobs Engineering Group	Y	Y	Y	N	Y
Kissinger Campo & Associates	Y	Y	Y	N	Y
Kimley-Horn and Associates	Y	Y	Y	N	Y
Mott MacDonald Florida	Y	Y	Y	N	Y
NV5	Y	Y	Y	N	Y
Patel, Greene, and Associates	Y	Y	Y	Y	Y
Rummel, Klepper & Kahl	Y	Y	Y	Y	Y
WSP USA	Y	Y	Y	Y	Y

Step 2:

Past performance on similar projects satisfactory (List all consultants elevated from Step 1)

Consultant	Has past performance been satisfactory (Y/N)	Elevated for Consideration(Y/N)
AECOM	Y	Y
AIM Engneering & Survey	Y	Y
Burgess and Niple	Y	Y
CONSOR Engineers	Y	Y
Dewberry Engineers	Y	Y
DRMP	Y	Y
HDR Engineering	Y	Y
HNTB	Y	Y
Jacobs Engineering Group	Y	Y
Kissinger Campo & Associates	Y	Y
Kimley-Horn and Associates	Y	Y
Mott MacDonald Florida	Y	Y
NV5	Y	Y
Patel, Greene, and Associates	Y	Y
Rummel, Klepper & Kahl	Y	Y
WSP USA	Y	Y

State justification for each firm NOT elevated and why:

Step 3:

Total amount of money the County has contracted with each Consultant elevated to Step 2 during the last 24 months.

Consultant	Contracted Amount	Elevated (Y/N)
AECOM	$693,480.00	N
AIM Engneering & Survey	$581,142.04	N
Burgess and Niple	$427,370.36	N
CONSOR Engineers	$791,220.29	N
Dewberry Engineers	$551,405.23	N
DRMP	$150,195.00	N
HDR Engineering	$418,742.23	N
HNTB	$750,849.81	N
Jacobs Engineering Group	$807,821.00	N
Kissinger Campo & Associates	$387,198.31	Y
Kimley-Horn and Associates	$451,746.40	N
Mott MacDonald Florida	$78,015.05	N
NV5	$554,584.26	N
Patel, Greene, and Associates	$479,271.76	N
Rummel, Klepper & Kahl	$689,101.27	N
WSP USA	$189,475.05	N

Step 4:

State justification, if the chosen consultant does not have the least amount of contract obligation.

Negotiation with these firms is on-going for work related to different project.

Consultant Services Authorization

Firm Name:	Kisinger Campo & Associates, Corp.
Master Agreement No.:	22-091
CSA No.:	22-091-06
Project Name:	Rockridge Rd Bridge 164144 Replacement
Project Description:	To prepare initial engineering documents and evaluation of two bridge alternatives required to replace bridge No. 164144 along Rockridge Rd over Mattress Drain.
Project Exhibits and Attachments	Exhibit "A"- Scope of Services for this CSA Exhibit "B"- Current Fee Schedule (Master Agreement) Exhibit "C"- Reimbursable Cost Schedule Exhibit "D"- Professional Liability (Project Specific)
Duration (in days)	Through completion of all related work
Compensation (Lump sum or Not to exceed to be identified in Exhibit "A")	$184,698.00
Liquidated Damages (if applicable)	$0.00/Per Day
Budget Source/Availability	~~14971~~.540152101.5666000.5400268 540541095 10104 JF 5/8/26

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 County: _____

POLK COUNTY, a political subdivision of the State of Florida

By: _____

_____, Chairman

Board of County Commissioners

Review as to form and legal sufficiency

5/1/2026

County Attorney's Office Date

Attest:

Corporate Secretary **(Ronald Gott)** Date **4/03/2026**

KISINGER CAMPO & ASSOCIATES, CORP.

CONSULTANT COMPANY NAME

Authorized Corporate Officer

Paul G. Foley, P.E., CEO/President

[Printed Name and Title] Date **4/03/2026**

SEAL

KISINGER CAMPO & ASSOCIATES CORP CORPORATE SEAL 1976 FLORIDA

7.27.20(MS)

Exhibit "A"
Scope of Services
Rockridge Road over Mattress Drain
Bridge Replacement Project
CSA No.: 22-091-06

I. PURPOSE AND BACKGROUND

The purpose of this Exhibit is to define the responsibilities of **Kisinger Campo & Associates, Corp.** (**CONSULTANT)** and **Polk County Roads and Drainage Division** (**COUNTY)** in connection with the preparation of a Bridge Hydraulic Report (BHR), Bridge Development Report (BDR) Memo, and 15% Line and Grade (L&G) plans for the design of a new bridge structure to replace the existing Bridge No. 164144 on Rockridge Road over Mattress Drain, which is located 2.4 miles north of Deen Still Road in Polk City, Polk County, Florida. This section of Rockridge Road is a north-south local road in the northern section of Polk County. The existing Rockridge Road Bridge (No.164144) was built in 1960 over Mattress Drain. This 66-year-old bridge is almost functionally obsolete with performance rating fair and sufficiency rating of 54.1 based on the last field inspection on 5/7/2025. This bridge is experiencing ongoing deterioration. As a result, the **COUNTY** is requesting engineering services to have the bridge replaced.



The **COUNTY** has requested the **CONSULTANT** provide engineering design services to produce a final BHR, final BDR Memo, 15% L&G plans, preliminary environmental permitting services, and preliminary utility coordination for the Rockridge Road Bridge Replacement as outlined in the scope of services.

Right-of-way (R/W) acquisition will not be required under this task work order; however, the limits of proposed R/W will be identified in the BDR Memo. The **COUNTY** will be fully responsible for acquiring all License Agreements/Construction Easements or new R/W for the installation of the new bridge structure.

The posted speed on Rockridge Road varies from 40 mph to 50 mph.

The design will be based on the 2018 Edition Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka “Florida Greenbook”), FY 2026-27, FDOT Design Standards for Construction and Maintenance Operations on the State Highway System, 2023 FHWA Manual on Uniform Traffic Control Devices, Standard Specification, and the Polk County Technical Standards Manual (revised 10/2009).

The proposed bridge typical section will include two 12-foot travel lanes, 8-foot shoulders (5-foot paved), and two single slope traffic barriers.

II. PROJECT DESCRIPTION

- Prepare BHR
- Prepare BDR Memo
- Prepare 15% L&G roadway plans, preliminary traffic control plans
- Preliminary pavement design
- Preliminary utility coordination with owners within the corridor
- Delineation of wetlands and other surface waters within the corridor
- Southwest Florida Water Management District (SWFWMD) permit pre-application meeting

III. BRIDGE HYDRAULIC REPORT

The **CONSULTANT** will perform a hydraulic study that will evaluate a bridge replacement to the existing bridge under Rockridge Road at Mattress Drain. This will include scour and stream stability analysis with erosion control recommendations. Mattress Drain is within a FEMA floodplain (Zone A), but it is not within a designated FEMA floodway. HEC-RAS will be used for the hydraulic analysis of a prestressed slab beam single span option and a multi-barrel box culvert option to replace the existing bridge. The bridge alternatives will show no significant rise in upstream stage. The **CONSULTANT** will also schedule and attend one pre-application meeting with SWFWMD to discuss permitting requirements for the project. The **CONSULTANT** will provide a BHR and BHRS sheet. The scope does not include any floodplain compensation, storm sewer system design, or erosion control.

IV. BRIDGE DEVELOPMENT REPORT MEMO

The **CONSULTANT** will prepare a BDR Memo to determine the most cost-effective bridge replacement solution. Analysis of two bridge replacement alternatives will be considered. A prestressed slab beam, single span and a multi-barrel box culvert. The new bridge will

be at least 40ft feet long plus slopes, if needed. One superstructure type and two foundation types will be considered for the slab beam bridge alternative. The bridge will be built in two phases and the BDR Memo will include coordination with roadway and drainage disciplines. 30% Structures Plans will **not** be included with the BDR Memo for this scope of services. BDR exhibits (plan and elevation and typical section) for the preferred alternative will be provided as part of the Memo.

V. DESIGN PHASE SERVICES

The **CONSULTANT** will provide complete design services for the project except as specifically excluded in this scope of services.

The project will be accomplished under a Professional Services Agreement in phases consisting of 15% L&G submittal for review.

The **COUNTY** will furnish all required design survey data and geotechnical engineering services.

The **COUNTY** will provide all required topographical survey, geotechnical, and other available information to the **CONSULTANT** for use in preparing the BHR, BDR Memo, and 15% L&G roadway plans.

1) Design and R/W Survey

The **COUNTY** will furnish all required design survey data in electronic format as required to complete the project, including but not limited to the following:

a) Survey baseline alignments
b) Horizontal and Vertical survey control information
c) Topographic survey
d) DTM
e) Drainage survey
f) Above-ground and subsurface utilities
g) Existing R/W lines and property lines
h) Wetland lines
i) Existing water elevations

The **COUNTY** will furnish the **CONSULTANT** with copies of existing R/W maps within the vicinity of the project. **CONSULTANT** will provide limits of the required survey.

2) Geotechnical Services

The **COUNTY** will provide all geotechnical information required for the completion of this project. Borings will be conducted adjacent to the existing bridge abutments and will be sufficient depth to provide necessary soil parameters, environmental classification, and the development of Davisson Capacity curves for 18-inch and 24-inch prestressed concrete piling. Parameters for FDOT’s design program (Box Culvert v4.0) and precast settlement criteria will also be provided. In addition, the geotechnical will provide the D_{50} median grain size. The **CONSULTANT** will coordinate with the **COUNTY’s** geotechnical consultant to ensure project specifications and requirements are met.

3) Structures Design Services
The **CONSULTANT** will develop a BDR Memo in accordance with Section IV of this scope of services.

4) Roadway 15% L&G Plans Preparation
a) **CONSULTANT** will furnish preliminary 15% L&G Plans (typical section and preliminary profile) for information only.

5) Utility Coordination
a) The **CONSULTANT** is responsible for coordinating its design work with the public and private Utility Agency/Owners (UAOs) having existing and/or planned facilities within the limits of the project.

b) Any utility design services for new facilities or the proposed relocation and adjustment of existing facilities are not included in this scope of services nor will it be the responsibility of the **CONSULTANT**.

6) Construction Cost Estimate
a) **CONSULTANT** will prepare engineer’s estimate of quantities that will be shown in the BDR Memo. Pay items will include reference to applicable and current FDOT Measurement and Payment Items.
b) Construction costs are to be based on the most current cost data available to the **CONSULTANT** that applies to the local construction market area.

VI. PRELIMINARY ENVIRONMENTAL PERMITTING

The **CONSULTANT** will delineate the boundaries of jurisdictional wetlands and other surface waters within the project area (within existing R/W and 50 feet adjacent each side) in accordance with the U.S. Army Corps of Engineers (USACE) and State of Florida methodologies.

The **CONSULTANT** will schedule and attend a pre-application meeting with SWFWMD to present the conceptual project design and determine project permitting requirements. The jurisdictional limits of wetlands and other surface waters will be included on the concept plans. Permitting requirements will be documented in a section of the BDR Memo. This task does not include preparing or submitting any environmental permit applications or obtaining any permits.

VII. DESIGN REQUIREMENTS AND PROVISIONS FOR WORK

Design Standards
CONSULTANT will prepare the conceptual project design 15% L&G plans in accordance with current editions of the following:

- May 2018 Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka “Florida Greenbook”)
- FY 2026-27 FDOT Standard Plans for Road and Bridge Construction
- FY 2026-27 FDOT Standard Specifications for Road and Bridge Construction, Divisions II and III (as applicable)
- FDOT Structures Manual, January 2026 Edition

- 2023 FHWA Manual on Uniform Traffic Control Devices
- Polk County Technical Standards Manual, revised 10/2009

In case of conflicts between criteria stated in the aforementioned documents, the **CONSULTANT** will contact the **COUNTY** for direction. If it becomes necessary for **CONSULTANT** to deviate from the standard design criteria specified in the documents, the **CONSULTAN**T will formally request authorization from the **COUNTY** by submitting a design variance request that describes the condition and states in writing, the reasons for the deviations. The Request for Design Variance will be signed and sealed by the Engineer-of-Record (EOR).

Plans Preparation

CONSULTANT will prepare plans and other documents that are accurate, legible, and complete in detail. Final Submittals will be made to the **COUNTY** in reproducible form for those items described in this scope of services.

Submittals and Design Reviews

CONSULTANT will prepare reports and other documents that are accurate, legible, and complete in detail. All submittals will be made to **COUNTY** in electronic format (PDF) for those items described in this section.

- The final design submittal will consist of electronically signed and sealed set.
- **CONSULTANT** will respond to the **COUNTY’s** review comments in writing and incorporate revisions into the reports as appropriate. Written responses and revisions are to be included with the subsequent phase submittal.
- **CONSULTANT** will respond to regulatory agencies review comments in the same manner.

Final Design Project Schedule

CONSULTANT’s services will commence upon receipt of written notice to proceed along with the survey data issued by the **COUNTY**. The **CONSULTANT** will complete the final signed and sealed BHR and BDR Memo in accordance with the agreed upon project schedule.

- **5** months for delivery of all services following NTP.

CSA# 22-091-06 Exclusions

This scope of services does not include:

- Traffic studies
- Preparation or submittal of any permit applications
- Compensatory wetland mitigation design/permitting
- Protected species coordination/permitting
- Geotechnical services
- Pedestrian Signals
- Subsurface utility exploration (VVH) or utility design services
- Relocation design for any utility facilities
- Construction bid documents

VIII. CONSULTANT’S COMPENSATION

- For work under Task Work Order, the **COUNTY** will compensate the CONSULTANT in a **not to exceed** amount of **$184,698.00.**

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Rockridge Road Bridge Replacement
County: Polk County
FPN: 22-091-05
FAP No.: N/A

Consultant Name: Kisinger Campo & Associates
Consultant No.: 1202234_05
Date: 3/10/2026
Estimator: Richard Harrison

Staff Classification	Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Senior Engineer	Sr. Project Engineer	Project Engineer	Engineer	Engineering Intern	Sr. Designer	Chief Scientist	Sr. Scientist	Environmental Specialist	GIS Specialist	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$348.00	$317.00	$265.00	$228.00	$179.00	$142.00	$129.00	$160.00	$240.00	$179.00	$89.00	$179.00			
3. Project General and Project Common Tasks	40	40	0	0	0	0	0	0	0	0	0	0	0	40	$13,920	$348.00
4. Roadway Analysis	70	4	4	11	11	18	14	4	7	0	0	0	0	73	$14,929	$204.51
5. Roadway Plans	70	0	4	14	11	14	14	7	7	0	0	0	0	71	$14,003	$197.23
6a. Drainage Analysis	212	0	21	0	64	106	21	0	0	0	0	0	0	212	$43,205	$203.80
6b. Drainage Plans	40	0	2	0	6	8	8	16	0	0	0	0	0	40	$6,634	$165.85
7. Utilities	19	2	0	0	3	0	8	0	7	0	0	0	0	20	$3,636	$181.80
8. Environmental Permits,and Env. Clearances	35	0	0	0	0	0	0	0	0	7	14	11	4	36	$5,881	$163.36
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	59	3	6	18	0	15	0	12	6	0	0	0	0	60	$12,909	$215.15
10. Structures - Bridge Development Report	280	28	14	56	0	70	0	70	42	0	0	0	0	280	$57,302	$204.65
18. Structures - Miscellaneous	60	6	3	12	0	15	0	15	9	0	0	0	0	60	$12,279	$204.65
Total Staff Hours	885	83	54	111	95	246	65	124	78	7	14	11	4	892		
Total Staff Cost		$28,884.00	$17,118.00	$29,415.00	$21,660.00	$44,034.00	$9,230.00	$15,996.00	$12,480.00	$1,680.00	$2,506.00	$979.00	$716.00		**$184,698.00**	**$207.06**

Check = $184,698.00

Survey Field Days by Subconsultant	
4 - Person Crew:	

SALARY RELATED COSTS:					$184,698.00
OVERHEAD:		0%			$0.00
OPERATING MARGIN:		0%			$0.00
FCCM (Facilities Capital Cost Money):		0.00%			$0.00
EXPENSES:		0.00%			$0.00
Survey (Field - if by Prime)	0	4-person crew days @	$ -	/ day	$0.00
SUBTOTAL ESTIMATED FEE:					**$184,698.00**
SUBTOTAL ESTIMATED FEE:					**$184,698.00**
Geotechnical Field and Lab Testing					$0.00
SUBTOTAL ESTIMATED FEE:					**$184,698.00**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE: NOT TO EXCEED					**$184,698.00**

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.

KISINGER CAMPO & ASSOCIATES

KISINGER CAMPO & ASSOCIATES, CORP.

POLK COUNTY, FLORIDA
Professional Engineering Services for Roads and Drainage
RFQ #22-242

ITEM #1 - SCHEDULE OF RATES & ITEM #2 - MULTIPLIER CALCULATIONS

Item #1 - Schedule of Labor Rates and Billing Rates

Position / Titles	Labor Rate Ranges by Position / Title				
	Raw Labor Rates			Hourly Billing Rates	
	Minimum	Maximum	Multiplier	Minimum	Maximum
PROJECT MANAGER	$ 73.00	$ 113.00	3.082	$ 225.00	$ 348.00
CHIEF ENGINEER	$ 82.00	$ 103.00	3.082	$ 253.00	$ 317.00
SENIOR ENGINEER	$ 70.00	$ 86.00	3.082	$ 216.00	$ 265.00
SENIOR PROJECT ENGINEER	$ 59.00	$ 74.00	3.082	$ 182.00	$ 228.00
PROJECT ENGINEER	$ 46.00	$ 58.00	3.082	$ 142.00	$ 179.00
ENGINEER	$ 39.00	$ 46.00	3.082	$ 120.00	$ 142.00
ENGINEERING INTERN	$ 32.00	$ 42.00	3.082	$ 99.00	$ 129.00
SENIOR DESIGNER	$ 41.00	$ 52.00	3.082	$ 126.00	$ 160.00
DESIGNER	$ 35.00	$ 47.00	3.082	$ 108.00	$ 145.00
SENIOR ENGINEERING TECHNICIAN	$ 36.00	$ 59.00	3.082	$ 111.00	$ 182.00
ENGINEERING TECHNICIAN	$ 28.00	$ 35.00	3.082	$ 86.00	$ 108.00
CHIEF SCIENTIST	$ 67.00	$ 78.00	3.082	$ 206.00	$ 240.00
SENIOR SCIENTIST	$ 50.00	$ 58.00	3.082	$ 154.00	$ 179.00
ENVIRONMENTAL SPECIALIST	$ 29.00	$ 29.00	3.082	$ 89.00	$ 89.00
GIS SPECIALIST	$ 36.00	$ 58.00	3.082	$ 111.00	$ 179.00
INSPECTOR-TECHNICIAN / ASSET MANAGEMENT	$ 25.00	$ 32.00	3.082	$ 77.00	$ 99.00
CERTIFIED BRIDGE INSPECTOR	$ 30.00	$ 46.00	3.082	$ 92.00	$ 142.00
BRIDGE INSPECTOR-ASSISTANT	$ 21.00	$ 26.00	3.082	$ 65.00	$ 80.00
CEI-SENIOR PROJECT ENGINEER	$ 80.00	$ 94.00	2.908	$ 233.00	$ 273.00
CEI-PROJECT ADMINISTRATOR	$ 50.00	$ 81.00	2.908	$ 145.00	$ 236.00
CEI-SENIOR INSPECTOR	$ 30.00	$ 39.00	2.908	$ 87.00	$ 113.00
CEI-INSPECTOR	$ 25.00	$ 29.00	2.908	$ 73.00	$ 84.00

Item #2 - Standard Multiplier:

Billing Rate comprised of:	Multiplier Calculations-HOME	Multiplier Calculations-FIELD
a. Personnel		
Direct Labor	1.0000	1.0000
Fringe Benefits/Overhead/Administrative/General	0.7866	0.7560
Overhead/General/Administrative	0.9649	0.8407
Sub-total:	2.7515	2.5967
b. Profit @ 12%	0.3302	0.3116
Standard Multiplier:	**3.082**	**2.908**

Notes: (a) Rates are rounded to nearest whole dollar. (b) Billing rates do not include expenses.

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 (No markup permitted) — Actual Costs
3. Special Consultants (No markup permitted) — 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"
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/03/2026

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: Vicky Van Wormer	
Brown & Brown Insurance Services, Inc. 140 Fountain Parkway N Suite 600 St. Petersburg FL 33716	PHONE (A/C, No, Ext): (727) 461-6044	FAX (A/C, No): (727) 442-7695
	E-MAIL ADDRESS: Vicky.VanWormer@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Kisinger Campo & Associates, Corp. KCCS, Inc., DBA: Campo & 201 N Franklin St, Suite 900 Tampa FL 33602	INSURER A : The Charter Oak Fire Insurance Company	25615
	INSURER B : The Travelers Indemnity Company of America	25666
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : Travelers Casualty and Surety Company of America	31194
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** Master 25-26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	630-8254A604	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		810-5N338364	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		CUP-7J748484	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
D	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	UB-7J070308	10/03/2025	10/03/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

Project Description: Polk County – Master Consulting Agreement 22-091
Rockridge Rd, Bridge #164144 Replacement
CSA-22-091-06/KCA 1202234.06
Polk County, A Political Subdivision of the State of Florida is an additional insured with respect to general liability, auto liability and umbrella liability if required by written contract. Endorsements available upon request.
A Waiver of Subrogation if favor of Polk County, A Political Subdivision of the State of Florida applies to General Liability, Workers Compensation & Employers liability if required by written contract. Explosion, Collapse & Underground hazard included in CGL.

CERTIFICATE HOLDER

Polk County, A Political Subdivision of the State of Florida
330 West Church Street
PO Box 9005 Drawer AS05
Bartow FL 33830-9005

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Additional Named Insureds

Other Named Insureds	
Campo & Associates, PLLC	Doing Business As
Campo & Associtates LLC	
Campo & Associtates, PLLC	
KCCS, Inc.	

COPYRIGHT 2007, AMS SERVICES INC

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Employee Benefits AGG			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Rental Reinbursement			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	PIP-Basic	PIP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Statutory					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Medical payments	MEDPM		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
5,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Underinsured motorist combined single limit	UNCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Experience Mod Factor 1	EXP01		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	Increased employer's liability	INEL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

Copyright 2001, AMS Services, Inc.

EXHIBIT "D"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/3/2026

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

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

PRODUCER
Edgewood Partners Ins. Center
3780 Mansell Rd. Suite 370
Alpharetta GA 30022

CONTACT NAME: Greyling COI Specialist
PHONE (A/C, No, Ext): 770.552.4225 **FAX (A/C, No):**
E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	24856
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED KISICAMP
Kisinger Campo & Associates, Corp.
201 N Franklin St Ste 900
Tampa FL 33602-5218

COVERAGES **CERTIFICATE NUMBER:** 484330521 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY ☐ PRO-JECT ☐ LOC ☐						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR ☐						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE ☐						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE ☐ OTH-ER ☐	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional/Pollution Liability			EO00002720512	10/1/2025	10/1/2026	Per Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Description: Polk County – Master Consulting Agreement 22-091 / Rockridge Rd. Bridge #164144 Replacement; CSA #22-091-06 / KCA #1202234.06

CERTIFICATE HOLDER

Polk County, A Political Subdivision
of the State of Florida
330 West Church Street
Procurement Division, Room 150
Bartow FL 33830

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Gregg Bachtel

© 1988-2015 ACORD CORPORATION. All rights reserved.

Agenda Item R.41. 6/2/2026

SUBJECT

Florida Department of Transportation (FDOT) 2025/2026 Railroad Crossing Signal Safety Program Agreement and Resolution for Murray Road. ($1,967.00 annual expense)

DESCRIPTION

Florida Midland Railroad operates a railroad mainline that crosses Murray Road in Frostproof. The crossing is currently unsignalized, with signage consisting of cross bucks and stop signs only. FDOT has designated funds from its 2025/2026 Railroad Signal Safety Program to cover the expense of the installation of flashing lights and gates at this crossing. Upon installation, Polk County would assume 50% of the annual crossing signal maintenance fees, resulting in an expense of $1,967.00 per year for the Murray Road crossing. Executing the Railroad Reimbursement Agreement and adopting the corresponding Resolution would allow Polk County to participate in this program and enhance the perception of safety of the traveling public along this roadway.

RECOMMENDATION

Request Board approve the attached agreement and adopt the associated Resolution to participate in the FDOT 2025/2026 Railroad Crossing Signal Safety Program for Murray Road. Estimated cost of maintenance of the railroad crossing signals is $1,967.00 annually.

FISCAL IMPACT

Funds are budgeted in the FY 25/26 Transportation Millage Fund.

CONTACT INFORMATION

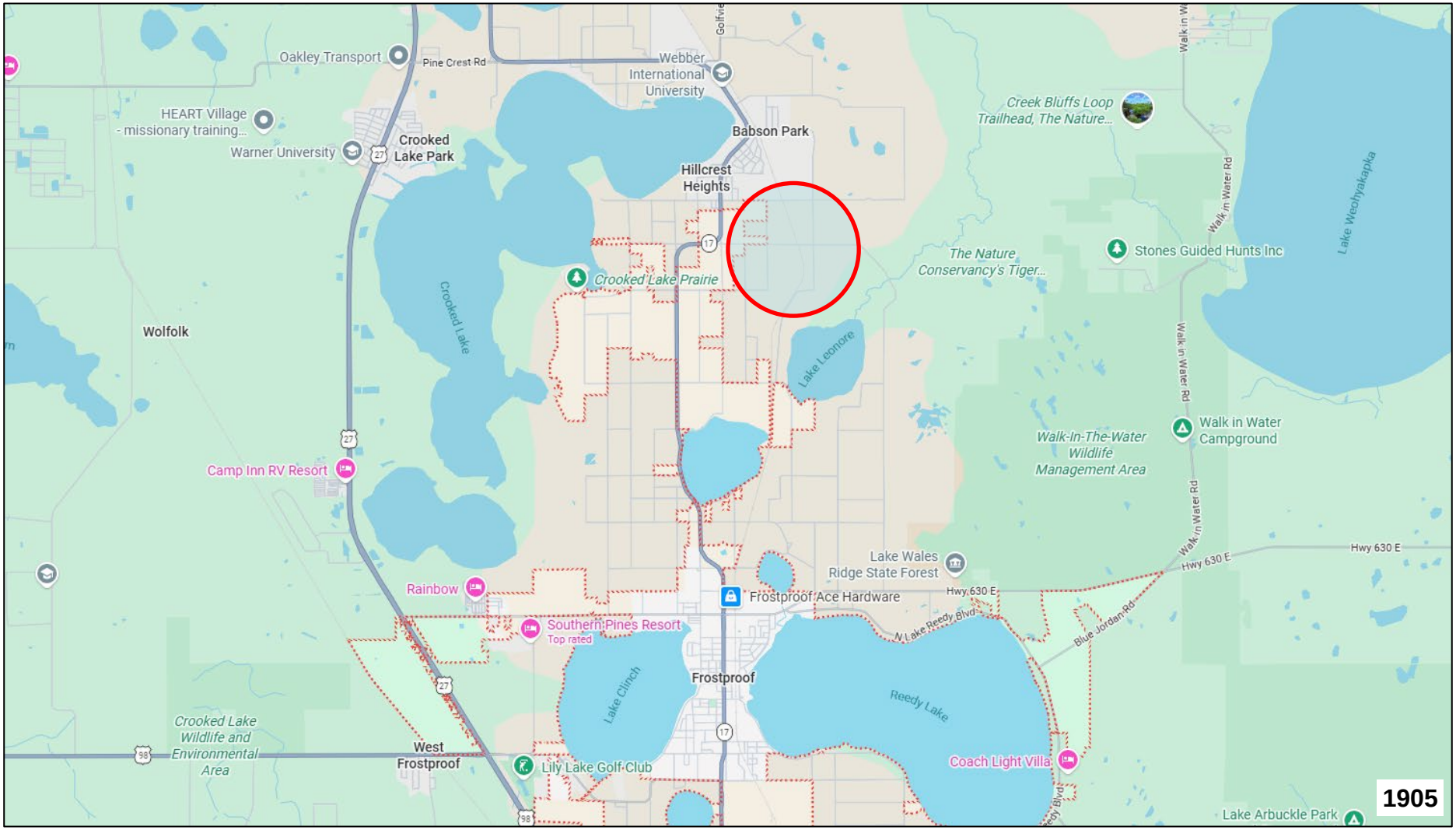
Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

Murray Rd (Frostproof Area)

Railroad Crossing Signal Safety Program

Vicinity Map



Murray Rd (Frostproof Area)

Railroad Crossing Signal Safety Program



Docusign Envelope ID: 82E50792-B630-474F-8908-8CC127A40BA6

RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES - COUNTY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
451351-1-57-01	Murray Road	POLK	83 16500-SIGD	D126 058 B

THIS AGREEMENT, made and entered this _____ day of _____, ____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Florida Midland Railroad Company, LLC, a corporation organized and existing under the laws of Florida, with its principal place of business in the City of Apopka, County of Orange, State of Florida, hereinafter called the COMPANY; and Polk COUNTY, political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 451351-1-57-01, on Murray Road, which crosses at grade the right of way and track(s) of the COMPANY'S Mile Post AVC 851.89, FDOT/AAR Crossing Number 627535J, at or near Frostproof, Florida, hereinafter called the Grade Crossing, as shown on the DEPARTMENT'S Plan Sheet No. 1-2 and 1-3, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY hereby grants to the DEPARTMENT the right to construct road at grade, and necessary approaches thereto, across its right of way and over its track(s) at the hereinabove referred to location.

2. The COMPANY will provide, furnish or have furnished, all necessary materials required for, and will construct or have constructed at the DEPARTMENT'S expense a Standard Railroad Crossing Type C in accordance with the DEPARTMENT'S Standard Plans, Index 830-T01 attached hereto and by this reference made a part hereof. Upon completion of the crossing the COMPANY shall be responsible for the maintenance cost of all trackbed and rail components plus the highway roadbed and surface for the width of the rail ties within the crossing area.

The COUNTY shall be responsible for the maintenance cost of the highway roadbed outside of the railway ties. IT BEING EXPRESSLY UNDERSTOOD AND AGREED that the COMPANY may, at its option and upon notification of the COUNTY, perform such periodic maintenance work and bill the COUNTY directly for costs thus incurred that are the responsibility of the COUNTY.

3. It is further agreed mutually between the parties hereto that the grade crossing be recognized by this Agreement:

☐ (a) Is adequately signalized for the safe operation of the general public. However, should future highway traffic conditions warrant additional crossing traffic control devices through use of automatic grade crossing traffic control devices, including signals with and without gates, or grade separation structure(s); then, such additional traffic control devices and/or structure(s) will be installed as necessary at the complete cost and expense of the COUNTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED that once a determination has been made as to the type of facility to be installed whether signals or structure, such installation will be the subject of a supplemental agreement which will set forth the maintenance responsibility as governed by the applicable State and/or Federal law at the time of such installation.

☒ (b) Presently requires the installation of grade crossing traffic control devices and the DEPARTMENT agrees to pay such cost subject to the COMPANY'S participation as specified in Paragraph 13; such installation to be in accordance with plans and specifications as approved by the DEPARTMENT. The COMPANY shall furnish the necessary materials and install automatic grade crossing signals and/or traffic control devices at said location on an actual cost basis, and in accordance with the Standard Plans Index 509-070 and 711-001, and the FDOT Design Manual (FDM), which is

Docusign Envelope ID: 82E50792-B630-474F-8908-8CC127A40BA6

attached hereto and by reference made a part hereof. After installation of said signals is completed, fifty percent (50%) of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty percent (50%) of the cost shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices attached hereto and by this reference made a part hereof and subject to future revision. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary; or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat. The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided above

4. All work contemplated hereabove shall at all times be subject to the approval of the COMPANY'S Chief Engineer or his authorized representative. The DEPARTMENT or the DEPARTMENT'S contractor shall give the COMPANY'S Division Engineer and/or Superintendent at least seventy-two (72) hours notice prior to the performance of any work within the limits of the COMPANY'S right of way.

5. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that the advance warning signs and railroad crossing pavement marking will conform to the Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

6. The DEPARTMENT will reimburse the COMPANY for the cost of watchmen or flagging service when the DEPARTMENT'S contractor is carrying out work adjacent to the COMPANY'S tracks and whenever the contractor is performing work requiring movement of employees, trucks, or other equipment across the tracks of the COMPANY, or when at other times the COMPANY and DEPARTMENT shall agree that such a service is necessary. Such costs shall be accrued and billed directly to the DEPARTMENT as specified in Paragraph 9.

7. The DEPARTMENT will require its contractor to furnish Railroad Protective Public Liability and Railroad Protective Property Damage Liability Insurance in a combined amount of $2,000,000, for all personal injuries, death or property damage, per occurrence arising during the policy period. The maximum dollar amounts of coverage to be reimbursed by Federal funds, with respect to bodily injury, death or property damage, is limited to a combined amount of $6,000,000 per occurrence unless approval for larger amounts by the FHWA Division Administrator is made a part of this Agreement. The DEPARTMENT will also require its contractor to furnish the COMPANY a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amount of $2,000,000 for all personal injuries, death or property damage, per occurrence arising during the policy period. Such insurance is to conform with the requirements of 23 C.F.R., Subchapter G, Part 646, Subpart A, and any supplements thereto or revisions thereof.

8. The DEPARTMENT will bear the cost of all temporary and permanent changes made necessary in the COMPANY'S signal wire line or other facilities and in the wire line facilities of any utility that has compensable interest on the COMPANY'S right of way occasioned by the construction of said crossing and the occupancy of the COMPANY'S property, provided such costs are accrued as specified in Paragraph 9.

9. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities in accordance with the provisions set forth in the:

☐ (a) DEPARTMENT Procedure 725-080-002 and Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

☒ (b) Federal Highway Administration's Federal Aid-Highway Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I; and 23 C.F.R. Subchapter G, Part 646, Subpart B,

Docusign Envelope ID: 82E50792-B630-474F-8908-8CC127A40BA6

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all such work with its own forces or by a contractor paid under a contract held by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

10. The DEPARTMENT hereby agrees to reimburse the COMPANY, as detailed in this Agreement, for all costs incurred by it in the adjustment of said facilities, in accordance with the provisions of the above indicated Reimbursement Policy, and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this Agreement shall not be subject to payment by the DEPARTMENT.

11. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an estimate of the costs thereof in the amount of $390,997. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT, and the Federal Highway Administration, if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

12. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY directly to the DEPARTMENT. Separate records as to costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

13. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

☒ (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

☐ (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.

☐ (c) An agreed lump sum of _____, as supported by a detail analysis of estimated costs attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds $100,000.)

14. The installation and/or adjustment of the COMPANY'S facility as planned ☐ will ☒ will not involve additional work over and above reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

☐ (a) _____% will be applied to the final billing of work actually accomplished to determine required credit for ☐ (betterment) and/or ☐(expired service life) and/or ☐ (nonreimbursable segments).

☐ (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____ The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.

☐ (c) _____ credited for ☐ (betterment) and/or ☐(expired service life) and/or ☐ (nonreimbursable segments) in accord with Article 13.(c) hereinabove.

15. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above adjustment work.

Docusign Envelope ID: 82E50792-B630-474F-8908-8CC127A40BA6

16. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

17. Upon completion of the work, the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs approved by the DEPARTMENT'S auditor.

18. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

19. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit there of.

20. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

21. In accordance with Section 215.422, Florida Statutes, the followings provisions are in this Agreement: Contractors providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 date the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422 (3)(b), Florida Statutes, will be due and payable in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

Docusign Envelope ID: 82E50792-B630-474F-8908-8CC127A40BA6

22. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and 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 such funds are available prior to entering in any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one 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 TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than one year.

23. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

> 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

24. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this agreement:

> An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

25. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

> The DEPARTMENT'S obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

26. Should the use of said crossing be abandoned due to removal of the roadway then all rights hereby to the COUNTY shall thereupon cease and terminate and the COUNTY will, at its sole cost and in a manner satisfactory to satisfactory to the COMPANY, remove said crossing and restore the COMPANY'S property to the condition previously found, provided that the COMPANY may, at its option, remove the said crossing and restore its property, and the COUNTY will, in such event, upon bill rendered, pay to the COMPANY the entire cost incurred by it in such removal and restoration, provided such costs are accrued as specified in Paragraph 9.

27. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission, or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from sole negligence of the DEPARTMENT, its officers, agents, or employees.

Docusign Envelope ID: 82E50792-B630-474F-8908-8CC127A40BA6

28. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and

2. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

3. use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the COMPANY uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project; and

4. comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the COMPANY pursuant thereto. The COMPANY shall include the attached Title VI / Nondiscrimination Assurance in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

29. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

30. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

31. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

32. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

33. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

Docusign Envelope ID: 82E50792-B630-474F-8908-8CC127A40BA6

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers the day and year first written above.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(Title: Director of Transportation Development)

COMPANY: Florida Midland Railroad Company, LLC

BY: _____
(Title: Real Estate and Contracts Manager)

Polk COUNTY, FLORIDA

BY: _____
(Title: _____)

Legal Review	Approved as to Funds Available	Approved as to FAPG Requirements
DS DC		
BY: _____	BY: See Attached	BY: See Attached
Attorney - DOT Date	Comptroller - DOT Date	FHWA Date

DS JW

Docusign Envelope ID: 82E50792-B630-474F-8908-8CC127A40BA6

To: Sarah.Stevens@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

AT750

4/27/2026

CONTRACT INFORMATION

Contract:	AT750
Contract Type:	AA - RR SIGNALS-PE/INSTAL (RR-SIG/PE)
Method of Procurement:	R - RAILROAD/UTILITIES AGREEMENT
Vendor Name:	FLORIDA MIDLAND RAILROAD CO, LL
Vendor ID:	F581758851001
Beginning Date of This Agreement:	04/24/2026
Ending Date of This Agreement:	12/31/2050
Contract Total/Budgetary Ceiling:	
Description:	SIGNAL SAFETY UPGRADES, CROSSING 627585J, RRMP AVC 851.89 (2) FL&G; 8X8 HOUSE, PDM4 W/ REMOTE KEYDOWN, METER SERVICE MBM

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 4/27/2026

Action:	Task Work Order
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A9
Object Code:	563000
Amount:	$390,997.00
Financial Project:	45135115701
Work Activity (FCT):	675
CFDA:	
Fiscal Year:	2026
Budget Entity:	55100100
Category/Category Year:	088808/26
Amendment ID:	W001
Sequence:	00
User Assigned ID:	ORIG
Enc Line (6s)/Status:	0001/04

Total Amount: $390,997.00

Docusign Envelope ID: 82E50792-B630-474F-8908-8CC127A40BA6

4/21/2026

Florida Department of Transportation
Federal Authorization Management System

Notice of Approved Authorization

From Federal highway Administration
to Participate in Project Costs Incurred
After the Effective Date of Authorization
Noted Below

Federal Aid Project Number: **D126 058 B**

State Project Number: **451351 1 57 01**

This Notice of Approved Authorization is issued with the stipulation that the Florida Department of Transportation agrees to comply with the appicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) The regulations issued pursuant thereto and (3) the policies and procedures promulgated by the Federal Highway Administration relative to the above designates project. The Florida Department of Transportation also agrees to comply with the applicable provisions set forth in CFR Part 630, Subpart C.

Project Location:**MURRAY RD FROM E CODY VILLA RD TO N LAKE PATRICK RD;RAIL SAFETY PROJECT;CONSTRUCTION**

Classification of phase of work to be under agreement	Effective Date of authorization
Highway planning & Research	
Preliminary Engineering	
Right-of-Way	
Construction	
X Other	**4/21/2026**

Dist.	Appr.	FAIN	Urban/ With	Total Cost	Federal Share	Federal Funds Under Agreement	Advanced Construction
01	**YS40**	**693JJ22630000YS40FLD126058**		**400,576.00**	**100.0%**	**390,997.00**	**0.00**

Department of Transportation

Available funds certified by:	**BRITTANY WATSON**	Date:**4/15/2026**
Approval recommended by:	**BRITTANY WATSON**	Date:**4/15/2026**
Approved and Authorized by:	**FORNICHER NIXSON**	Date:**4/15/2026**

Federal Highway Administration

Approval Recommended by:	**Pamela Angelo**	Date:**4/21/2026**
Approved and Authorized by:	**Pamela Angelo**	Date:**4/21/2026**
Agreement Approved by:	**Andrea Sistrunk**	Date:**4/21/2026**

State remarks:

INITIAL AUTHORIZATION YS40 (+)390,997 MURRAY RD FROM E CODY VILLA RD TO N LAKE PATRICK RD;RAIL SAFETY PROJECT;CONSTRUCTION.CURRENT STIP DOES NOT INCLUDE STATE FUNDED INDIRECT COSTS. FDOT IS UPDATING SYSTEMS TO INCLUDE INDIRECT. EFFECTIVE OCTOBER 1, 2026, THE STIP WILL INCLUDE INDIRECT COSTS IN THE TOTAL PROJECT COST (FAC/NOMINAL RATES) = (YS40/100%) SOFT MATCH AMT = $0

Division remarks:

4/17/2026: Federal Share (97.61%) State Share (2.39%) in FMIS. PA

This Notice of Authorization is not the official FHWA Approved project Agreement for the project designated above. The official Project Agreement must be printed from FHWA's Fiscal Management Information System (FMIS). The District Federal Aid Coordinator may obtain the Project Agreement at: https://fhwaapps.fhwa.dot.gov/

Docusign Envelope ID: 82E50792-B630-474F-8908-8CC127A40BA6

FLORIDA CENTRAL RAILROAD CO LLC
FLORIDA MIDLAND RAILROAD CO LLC
FLORIDA NORTHERN RAILROAD LLC

3001 W Orange Ave Apopka Fl 32703 · PO Box 967 Plymouth Fl 32768 · 407-880-8500

W. Kyle Green
Rail projects Coordinator
Atkins on Behalf of the FDOT

Dear Kyle,

Florida Midland Railroad Co is pleased to provide the following quote for new Signal Systems in Polk County, Florida. Railroad oversight for each project is $10,000

- **625476C - E Seminole Ave - AVC 843.97 Lake Wales**
  Upgrade to an integrated switch and two FL&G. Install 8x8 house with PMD4 with remote, power and meter, and insulated rail joints.
  Labor and Material $246,842

- **623040U - Ave R SW - AW 842.21 Winter Haven**
  Two FL&G, new power meter, 8x8 house, T Boss with remote, and guardrail for the gates.
  Labor and Material $249,596

- **625482F - E Tillman Ave – AVC 844.4 Lake Wales**
  Two FL&G (one with doll arm), four ped gates, 8x8 house, power, and meter, PMD4 controller, remote monitoring.
  Labor and Material $358,533

- **625483M - E Johnson Ave – AVC 844.52 Lake Wales**
  Two FL&G, four ped gates, 8x8 house with power/meter service, PMD4 controller w/ remote, shunt enhancer.
  Labor and Material $328,079

- **623048Y - Lake Ave – AW 844.99 Eagle Lake**
  Two FL&G, 8x8 house, PMD4 controller w/remote, and shunt enhancer.
  Labor and Material $246,842

- **627535J - Murray Road – AVC 851.89 Hillcrest Heights**
  Two FL&Gs, 8x8 house, PMD4, remote monitoring, and shunt enhancer.
  Labor and Material $242,168

Feel free to contact me with any questions.

Sincerely,

Karen Kuivinen

Karen Kuivinen
Manager of Real Estate/Contracts,
KarenK@fcrr.com

Docusign Envelope ID: 82E50792-B630-474F-8908-8CC127A40BA6

FLORIDA CENTRAL RAILROAD CO LLC
FLORIDA MIDLAND RAILROAD CO LLC
FLORIDA NORTHERN RAILROAD LLC

3001 W Orange Ave Apopka Fl 32703 · PO Box 967 Plymouth Fl 32768 · 407-880-8500

W. Kyle Green 7/6/2022
Rail projects Coordinator
Atkins on Behalf of the FDOT

Dear Kyle,

Florida Midland Railroad Co is pleased to provide the following quote for new Surfaces in Polk County, Florida. Railroad oversight for each project is $10,000- **Updated 6/14/2023.**
NOTE: ***Florida Midland Railroad will assume no liability or maintenance for any sidewalk existing or newly installed***

- **623040U - Ave R SW - AW 842.21 Winter Haven**
  40 TF MBM Crossing System/MOT full road closure 2 consecutive weekends
  Labor and Material $144,945
  Thermoplastic Pavement markings included ..... At $5,874
- **625482F - E Tillman Ave – AVC 844.4 Lake Wales**
  35.5 TF MBM Crossing System/MOT full road closure 2 consecutive weekends
  2 separate rubber/asphalt pedestrian crossings
  Labor and Material $150,749
  Thermoplastic Pavement markings included ..... At $5,874
  OR
  95.5 TF MBM Crossing System encompassing roadway and existing pedestrian crossings
  Labor and Material $210,253

- **625483M - E Johnson Ave – AVC 844.52 Lake Wales**
  35.5 TF MBM Crossing System/MOT full road closure 2 consecutive weekends
  2 separate rubber/asphalt pedestrian crossings
  Labor and Material $150,749
  Thermoplastic Pavement markings included ..... At $5,874
  OR
  95.5 TF MBM Crossing System encompassing roadway and existing pedestrian crossings
  Labor and Material $210,253

- **627535J - Murray Road – AVC 851.89 Hillcrest Heights**
  31 TF MBM Crossing System/MOT full road closure 2 consecutive weekends
  3”-5” raise in crossing surface to minimize current valley in roadway
  Labor and Material $148,829
  Thermoplastic Pavement markings included ..... At $5,874
  Feel free to contact me with any questions.

Sincerely,

Karen Kuivinen
Manager of Real Estate/Contracts

Docusign Envelope ID: 82E50792-B630-474F-8908-8CC127A40BA6

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES
ANNUAL MAINTENANCE COSTS

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
451351-1-57-01	Murray Road	Polk	83 16500-SIGD	D126 058 B

COMPANY NAME: Florida Midland Railroad Company, LLC

A. FDOT/AAR XING NO.: 627535J RR MILE POST TIE: AVC 851.89

B. TYPE SIGNALS PROPOSED: III CLASS: III DOT INDEX: 509-070

SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

Annual Maintenance Cost Exclusive of Installation

CLASS	DESCRIPTION	COST*
I	2-Quadrant Flashing Lights with One Track	$2,608.00
II	2-Quadrant Flashing Lights with Multiple Tracks	$3,451.00
III	2-Quadrant Flashing Lights and Gates with One Track	$3,934.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	$4,940.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	$7,777.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	$9,759.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2021 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

Docusign Envelope ID: 82E50792-B630-474F-8908-8CC127A40BA6

CROSSING SURFACES	
Type	Definition
C	Concrete
R	Rubber
RA	Rubber/Asphalt
TA	Timber/Asphalt

STOP ZONE FOR RUBBER CROSSING	
Design Speed (mph)	Zone Length (Distance From Stop)
45 Or Less	250'
50 – 55	350'
60 – 65	500'
70	600'

Notes:

1. Type R Crossings are NOT to be used for multiple track crossings within zones for an existing or scheduled future vehicular stop. Zone lengths are charted above.

2. Single track Type R Crossings within the zones on the chart may be used unless engineering or safety considerations dictate otherwise.

GENERAL NOTES:

1. The Railroad Company will furnish and install all track bed (ballast), crossties, rails, crossing surface panels and accessory components. All pavement material, including that through the crossing, will be furnished and installed by the Department or its Contractor, unless negotiated otherwise.

2. When a railroad grade crossing is located within the limits of a highway construction project, a transition pavement will be maintained at the approaches of the crossing to reduce vehicular impacts to the crossing. The transition pavement will be maintained as appropriate to protect the crossing from low clearance vehicles and vehicular impacts until the construction project is completed and the final highway surface is constructed.

3. The Central Rail Office will maintain a list of currently used Railroad Crossing Products and will periodically distribute the current list to the District Offices as the list is updated.

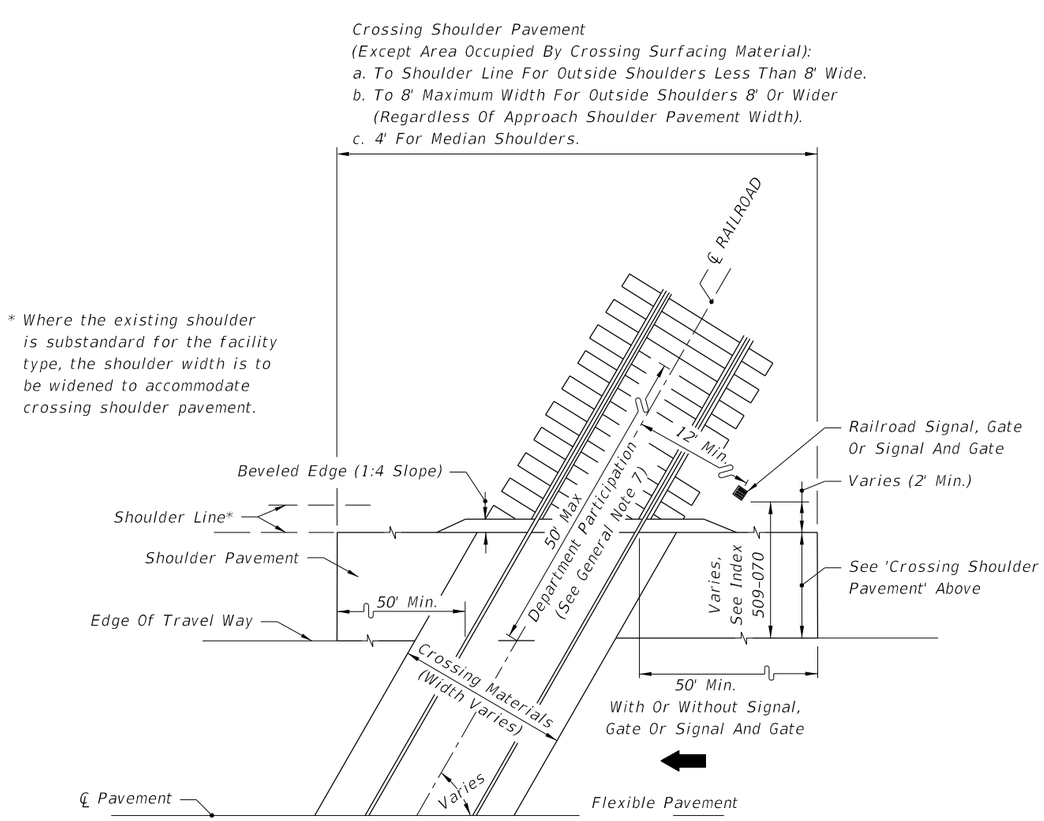
4. The Railroad Company shall submit engineering drawings for the proposed crossing surface type to the Construction Project Engineer and/or the District Rail Office for concurrence along with the List of Railroad Crossing Products. The approved engineering drawings of the crossing surface type shall be made a part of the installation agreement.

5. Sidewalks shall be constructed through the crossing between approach sidewalks of the crossing. Sidewalks shall be constructed with appropriate material to allow unobstructed travel through the crossing in accordance with ADA requirements.

6. Install pavement in accordance with the Specifications.

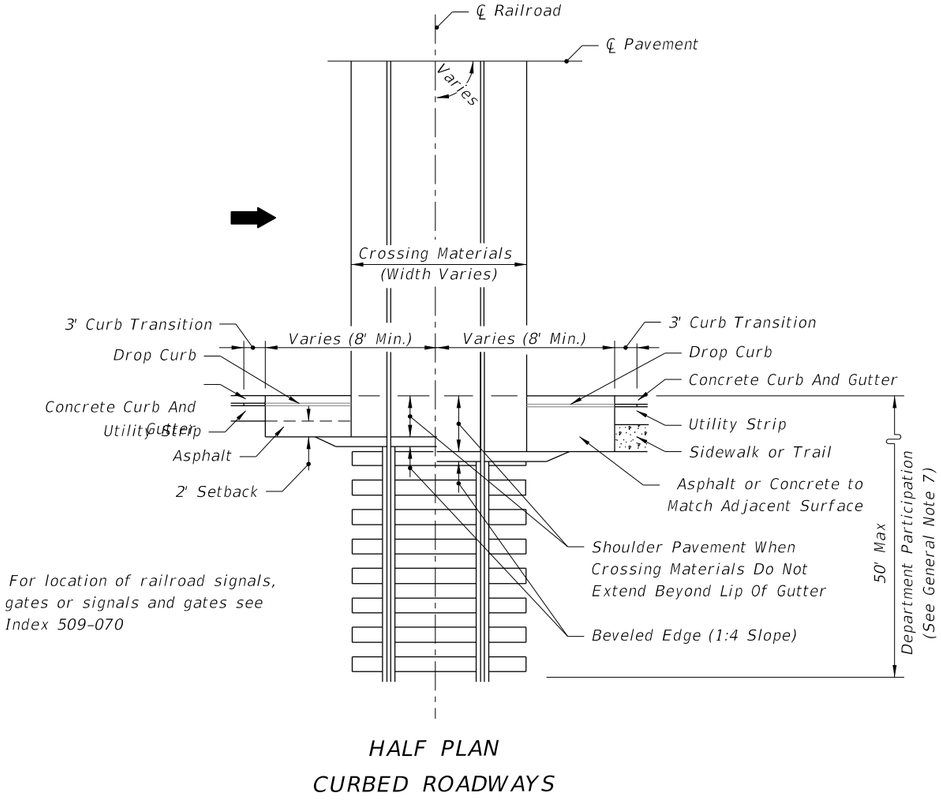
7. The Department will participate in crossing work, that requires adjustments to rail outside of the crossing, no more than 50 feet from the edge of the travel way.

Docusign Envelope ID: 82E50792-B630-474F-8908-8CC127A40BA6



HALF PLAN

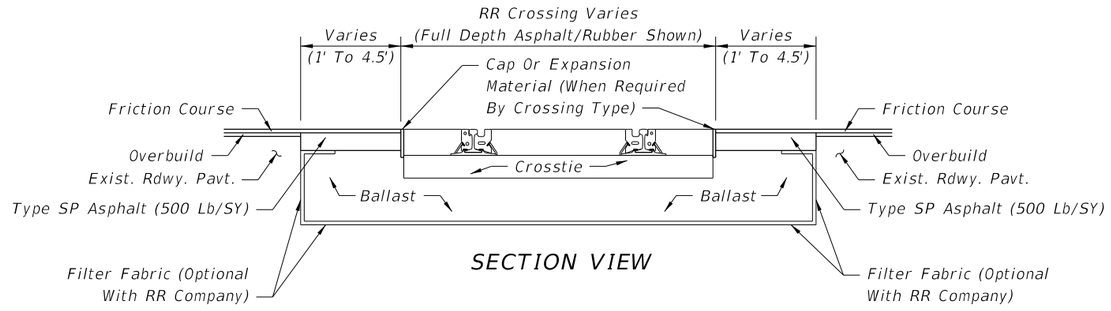
ROADWAYS WITH FLUSH SHOULDERS



Note: For location of railroad signals, gates or signals and gates see Index 509-070

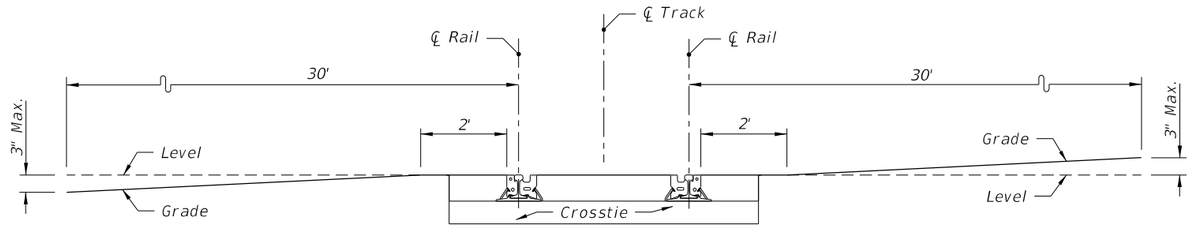
HALF PLAN

CURBED ROADWAYS



SECTION VIEW

TYPICAL CROSSING MATERIAL REPLACEMENT AT RR CROSSINGS



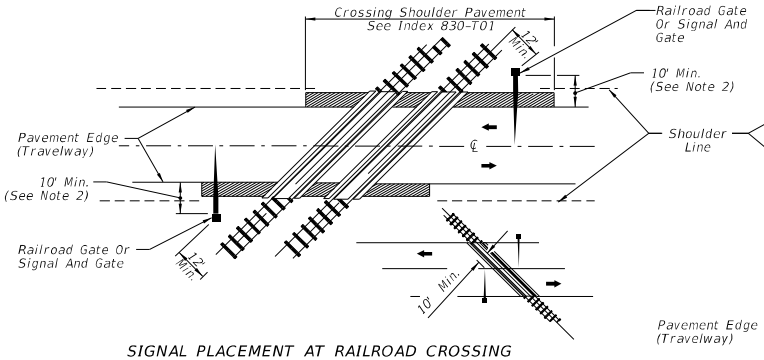
To prevent low-clearance vehicles from becoming caught on the tracks, the crossing surface should be at the same plane as the top of the rails for a distance of 2 feet outside the rails. The surface of the highway should also not be more than 3 inches higher or lower than the top of the nearest rail at a point 30 feet from the rail unless track superelevation makes a different level appropriate. Vertical curves should be used to traverse from the highway grade to a level plane at the elevation of the rails. Rails that are superelevated, or a roadway approach section that is not level, will necessitate a site specific analysis for rail clearances.

VERTICAL ROADWAY ALIGNMENT THROUGH A RAILROAD CROSSING

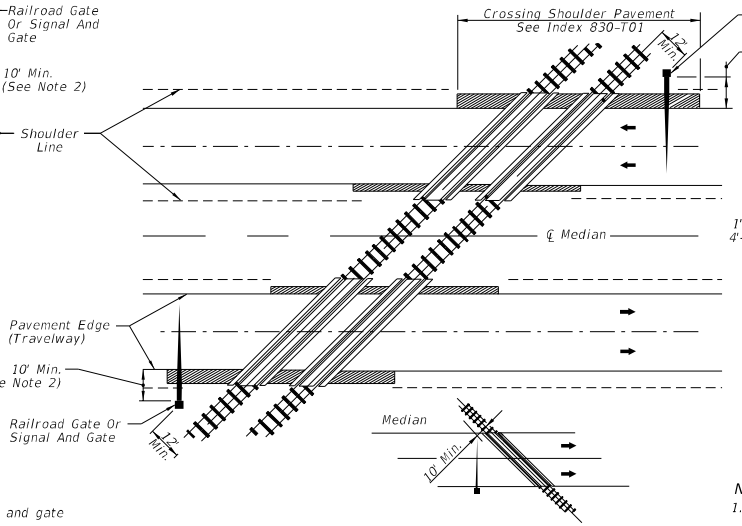
10/6/2022 2:43:45 PM

LAST REVISION 11/01/19	REVISION	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	RAILROAD (GRADE) CROSSING	INDEX 830-T01	SHEET 2 of 2

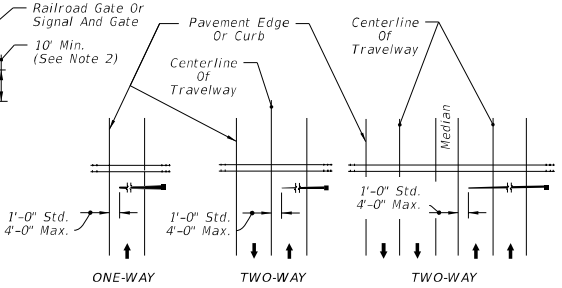
Docusign Envelope ID: 82E50792-B630-474F-8908-8CC127A40BA6



SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 - LANE DESIGN)



SIGNAL PLACEMENT AT RAILROAD CROSSING
(4 - LANE DESIGN)



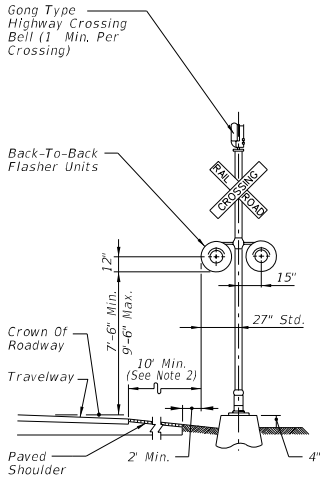
NOTE: Arrows denote direction of travel not pavement markings.

FIGURE 1

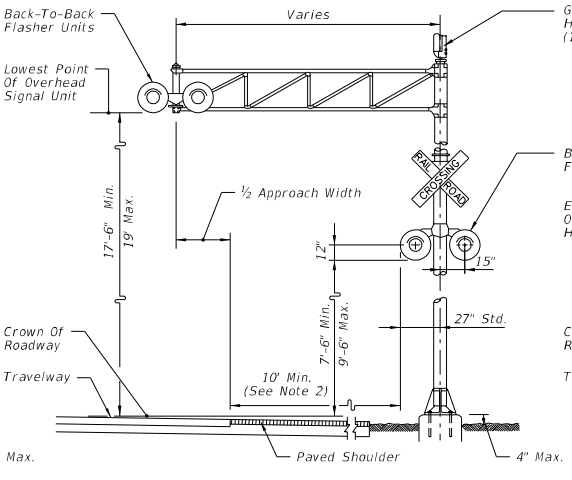
GENERAL NOTES:

1. No guardrail is proposed for signals; however, some form of impact attenuation device may be specified for certain locations.
2. Advance flasher to be installed when and if called for in Plans or Specifications.
3. Top of foundation shall be no higher than 4" above finished shoulder grade.
4. Type of traffic control device
   I Flashing warning devices
   II Flashing warning devices with cantilever
   III Flashing warning devices with gate
   IV Flashing warning devices with cantilever and gate
   V Gate
5. Class of traffic control devices (Not Shown)
   I 2 Quadrant flashing warning devices-one track
   II 2 Quadrant flashing warning devices-multiple tracks
   III 2 Quadrant flashing warning devices and gates-one track
   IV 2 Quadrant flashing warning devices and gates-multiple tracks
   V 3-4 Quadrant flashing warning devices and gates-one track
   VI 3-4 Quadrant flashing warning devices and gates-multiple tracks

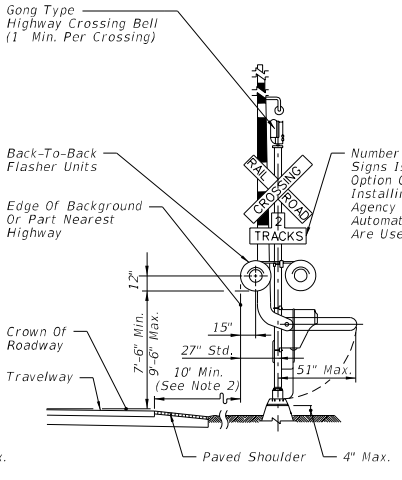
NOTE:
1. Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.
2. When 10' is deemed impractical the control device can be located as close as 2' from the edge of a paved shoulder but not less than 6' from the edge of the near traffic lane.



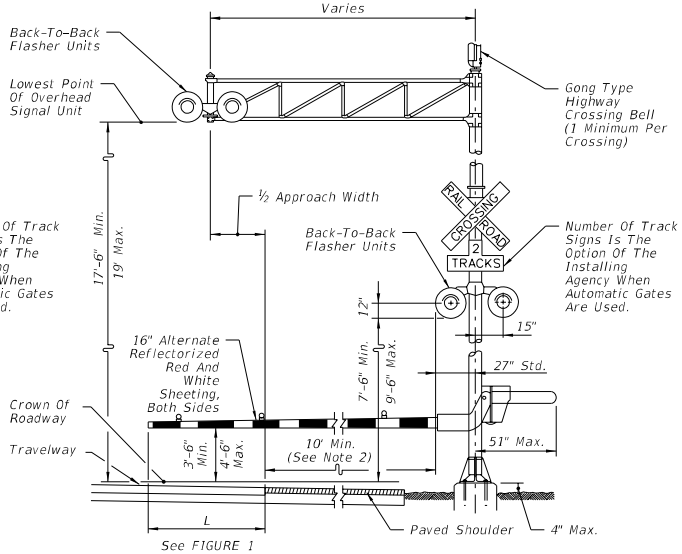
TYPE I



TYPE II



TYPE III



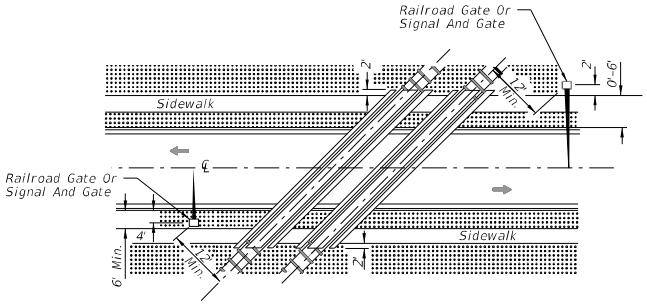
TYPE IV

TRAFFIC CONTROL DEVICES FOR FLUSH SHOULDER ROADWAY

LAST REVISION	REVISION	DESCRIPTION:				
11/01/23			FDOT FY 2024-25 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 1 of 3

10/3/2023 12:47:27 PM

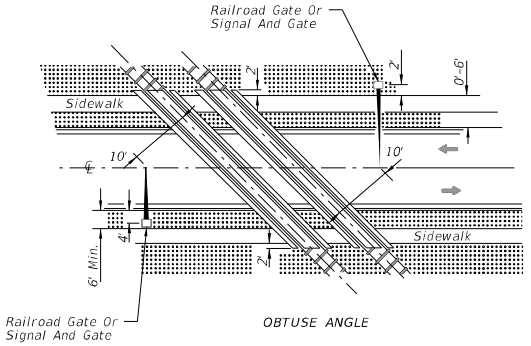
Docusign Envelope ID: 82E50792-B630-474F-8908-8CC127A40BA6



ACUTE ANGLE (AND RIGHT ANGLE)

SIGNAL PLACEMENT AT RAILROAD CROSSING

(2 LANES, CURB & GUTTER)



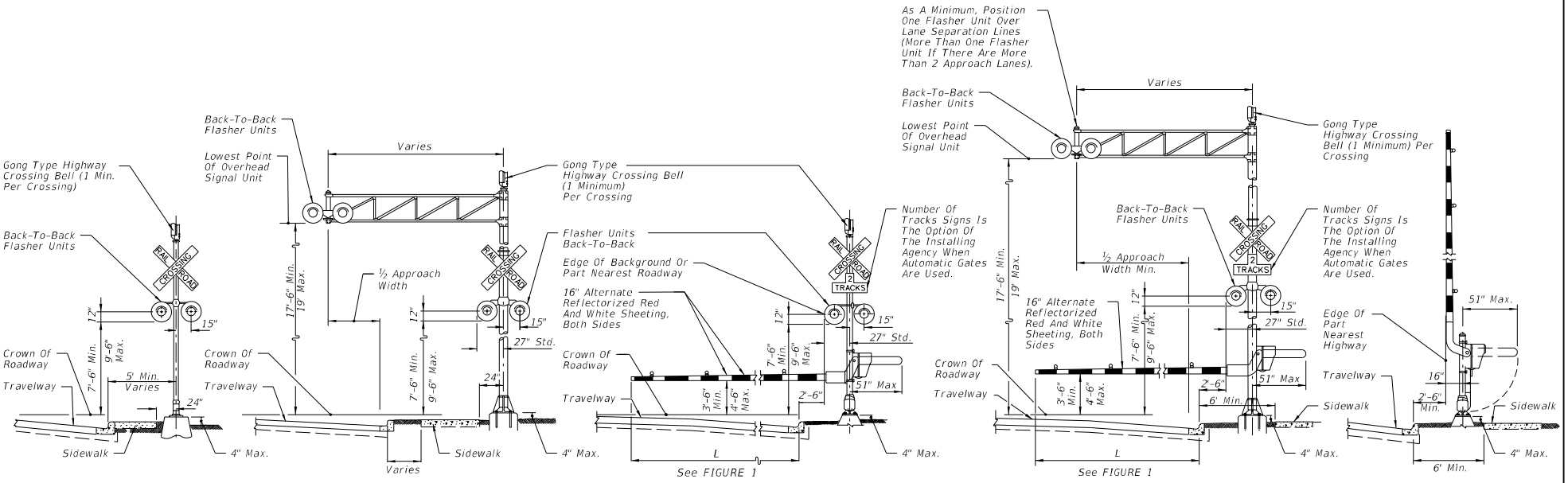
OBTUSE ANGLE

SIGNAL PLACEMENT AT RAILROAD CROSSING

(2 LANES, CURB & GUTTER)

NOTES:

1. The location of flashing warning devices and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
2. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 12'-6".
3. Location of railroad traffic control device is based on the distance available between face of curb & sidewalk. 0' to 6' – Locate device outside sidewalk. Over 6' – Locate device between face of curb and sidewalk.
4. Stop line to be perpendicular to edge of roadway, approx. 15' from nearest rail; or 8' from and parallel to gate when present.
5. When a cantilevered-arm flashing warning device is used, the minimum vertical clearance shall be 17'-6" from above the Crown of Roadway to the Lowest Point of the Overhead Signal Unit.



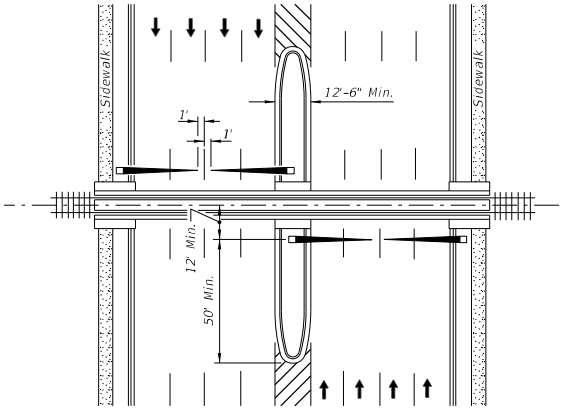
TYPE I | TYPE II | TYPE III | TYPE IV | TYPE V

TRAFFIC CONTROL DEVICES FOR CURBED ROADWAY

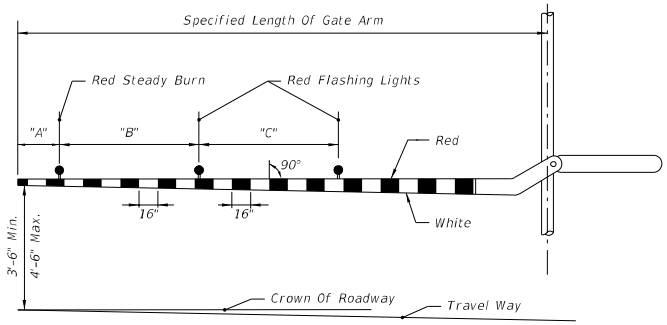
LAST REVISION	REVISION	DESCRIPTION:			INDEX	SHEET
11/01/23			FDOT FY 2024-25 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	509-070	2 of 3

10/31/2023 12:47:34 PM

Docusign Envelope ID: 82E50792-B630-474F-8908-8CC127A40BA6



PLAN

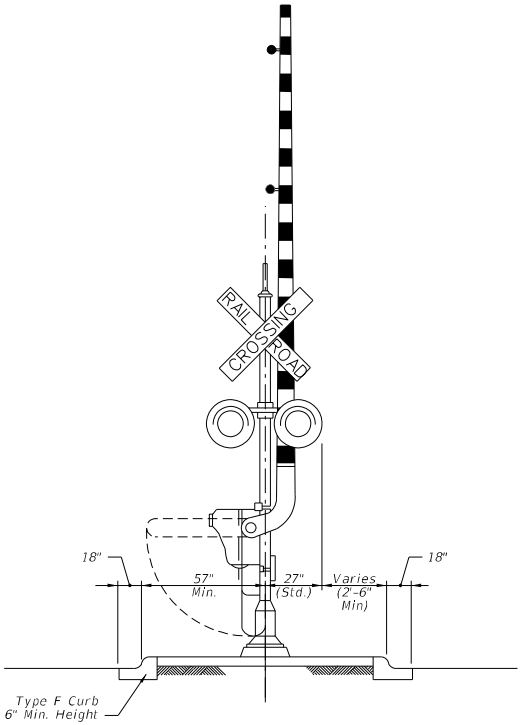


GATE ARM DETAIL

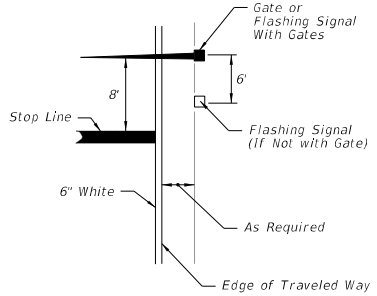
RAILROAD GATE ARM LIGHT SPACING			
Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'
15 Ft.	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft.	28"	41"	5'
20-23 Ft.	28"	4'	5'
24-28 Ft.	28"	5'	5'
29-31 Ft.	36"	6'	6'
32-34 Ft.	36"	7'	7'
35-37 Ft.	36"	9'	9'
38 And Over	36"	10'	10'

NOTE:

For additional information see the "Manual On Uniform Traffic Control Devices", Part 8; The "Traffic Control Handbook" , Part VIII; and AASHTO "A Policy On Geometric Design Of Streets And Highways".



MEDIAN SECTION AT SIGNAL GATES



MEDIAN SIGNAL GATES FOR MULTILANE UNDIVIDED URBAN SECTIONS

(Three or More Driving Lanes in one Direction, 45 mph or less)

RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES

10/3/2023 12:47:41 PM

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2024-25 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX	SHEET
11/01/23						509-070	3 of 3

COUNTY RESOLUTION
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES – COUNTY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
451351-1-57-01	Murray Road	POLK	83 16500-SIGD	D126 058 B

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REEMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF A RAILROAD GRADE CROSSINGS, INSTALLATION OF TRAFFIC CONTROL DEVICES FOR RAILROAD GRADE CROSSINGS, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID CROSSINGS AND DEVICES; PROVIDING FOR THE FUTURE EXPENDITURE FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. _____

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing, or otherwise changing a portion of the public road system on Murray Road, which shall call for the installation and maintenance of railroad grade crossings and traffic control devices for railroad grade crossings over or near said highway;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

That Polk County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the Florida Midland Railroad Company for the installation and maintenance of certain grade crossings and traffic control devices for grade crossings designated as Financial Project ID 451351-1-57-01 on Murray Road, which crosses the right-of-way and tracks of the Company at FDOT/AAR Crossing No. 627535J located at or near Frostproof, Florida; and

That the County assumes its share of the costs for future maintenance and/or adjustment of said grade crossings and traffic control devices for grade crossings as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Chairman and the Clerk of the Board of County Commissioners be authorized to execute such agreements with the State of Florida Department of Transportation and the Florida Midland Railroad Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

Adopted in Regular Session duly assembled this 2nd day of June 2026.

Attest:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

Board of County Commissioners
Polk County, Florida

By: _____
Martha Santiago, Ed.D., Chair

Agenda Item R.42. 6/2/2026

SUBJECT

Adopt a Resolution Setting Parking Restrictions on County Road 37A (Scott Lake Road), near Lakeland ($616.07 one-time expense)

DESCRIPTION

The Roads & Drainage Division has received a request from an area resident to restrict parking on County Road 37A (Scott Lake Road). County Road 37A (Scott Lake Road) is located in the Lakeland area in S-18, T-29S, R-24E, and is classified as an Urban Collector road.

Staff conducted parking studies along County Road 37A (Scott Lake Road) to analyze this request and determined that parents of students of Lakeland Highlands Middle School are parking along the right-of-way, creating visibility issues.

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 37A (Scott Lake Road). Estimated cost for installation of the signs is $616.07.

FISCAL IMPACT

Funds are budgeted in the FY 25/26 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 Urban Collector road:

County Road 37A (Scott Lake Road) (Road Number 941805); from County Road 540A (Central Barn Road) to Lake Miriam Drive, Located in S-18, T-29S, R-24E, 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 visibility concerns, 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 37A (Scott Lake Road) to be posted “No Parking, Stopping or Standing” on the east side from Hanover Lane to Lake Miriam Drive.

Adopted in Regular Session duly assembled this 2nd day of June 2026.

Attest:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

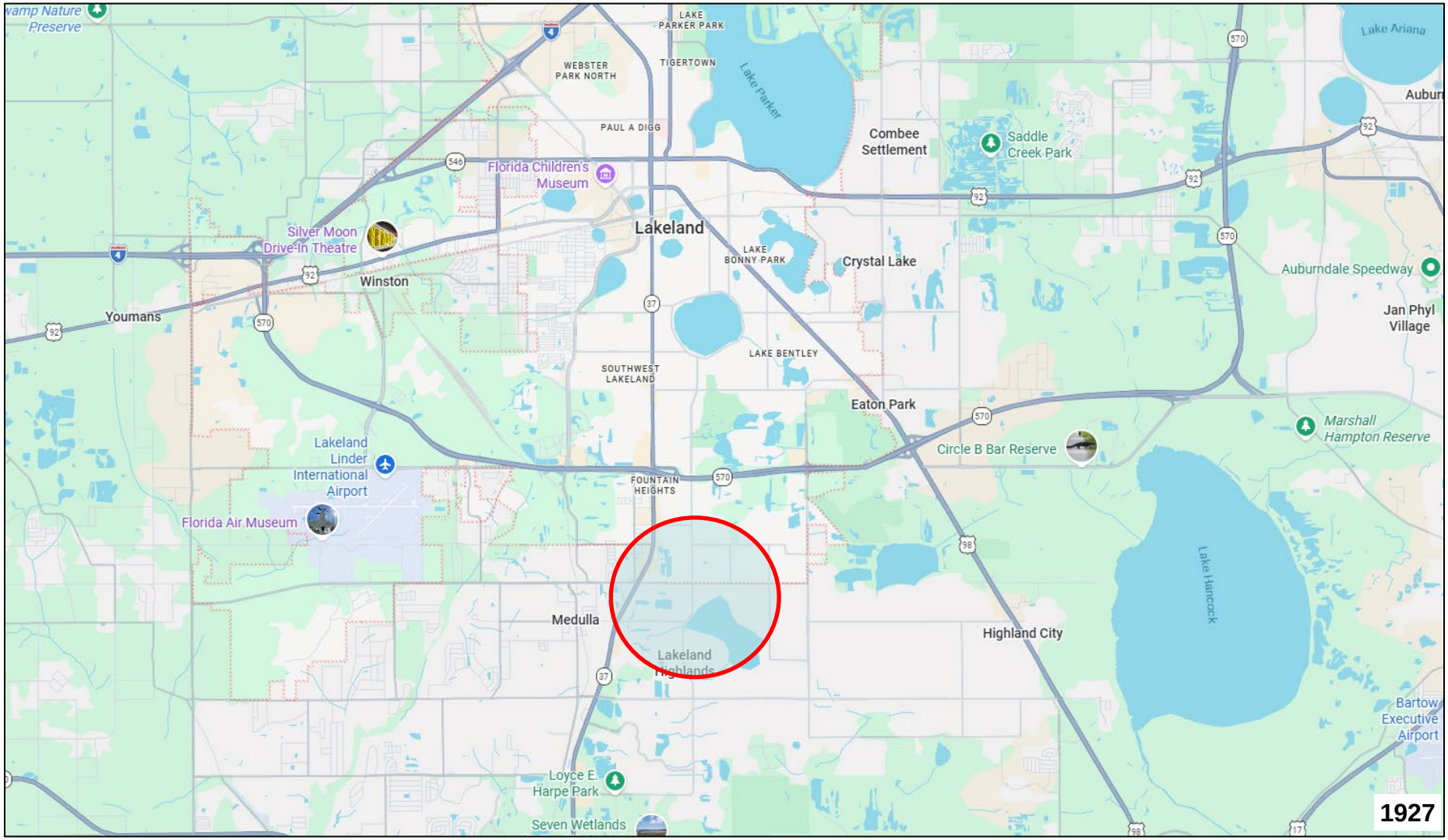
Board of County Commissioners
Polk County, Florida

By: _____
Martha Santiago, Ed.D., Chair

CR 37A (Scott Lake Rd) (Lakeland Area)

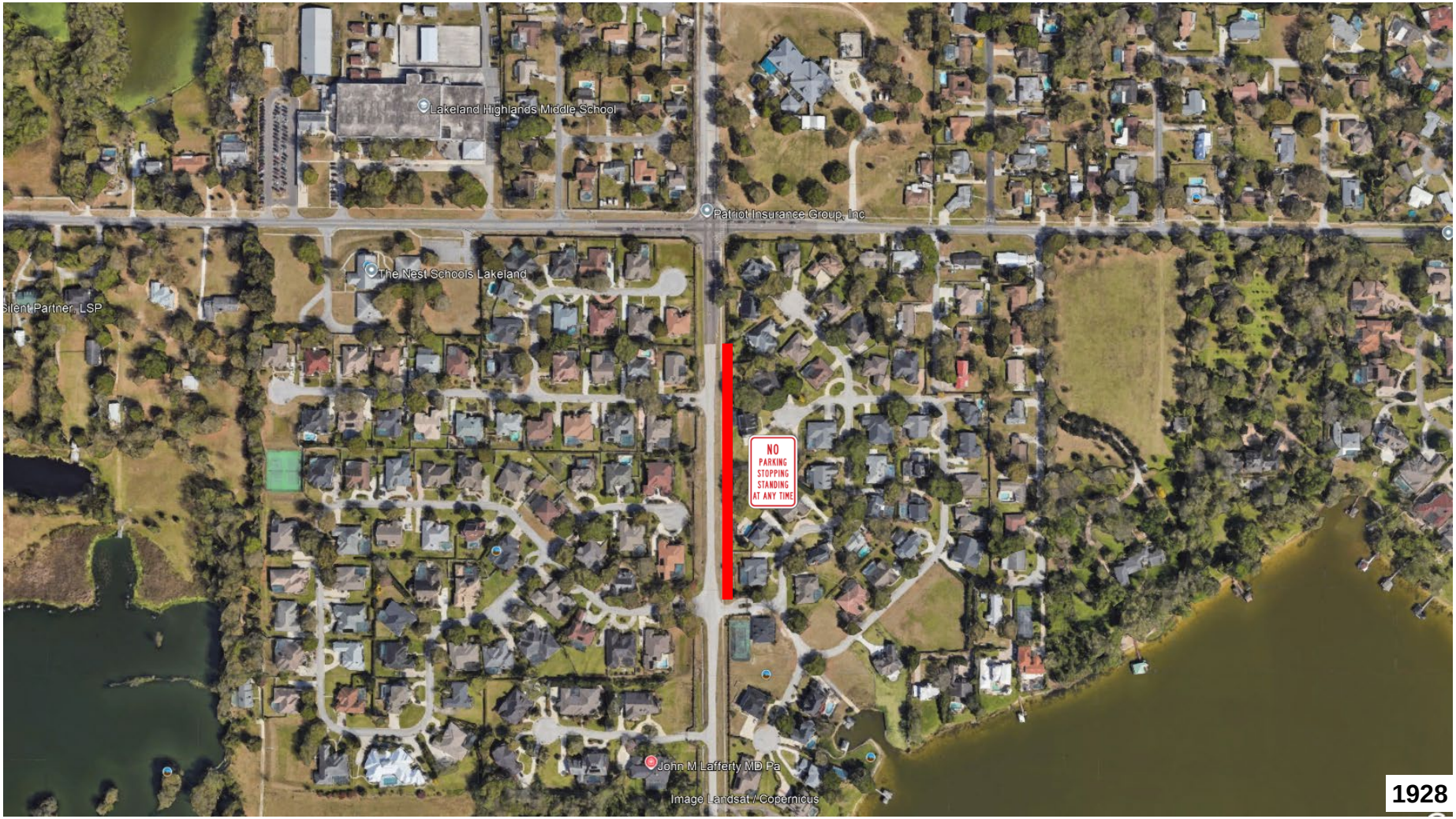
Request for Parking Restriction

Vicinity Map



CR 37A (Scott Lake Rd) (Lakeland Area)

Request for Parking Restriction



POLK COUNTY ROADS & DRAINAGE DIVISION
NO PARKING, STOPPING OR STANDING REQUEST

ROAD DESCRIPTION

Name	CR 37A (Scott Lake Rd)			**Number**	941805
Section	18	**Township**	29 S	**Range**	24 E
Commission District	1	**Maintenance Unit**	R1	**Functional Classification**	UC
From	CR 540A (Central Barn Rd)	**Node**	N/A	**Mile Post**	N/A
To	Lake Miriam Dr	**Node**	N/A	**Mile Post**	N/A

REASON FOR RESOLUTION

Customer Service Request #	**104564**	**Internal Request**		**External Request**	✓

External Agency Name (If Applicable)

Problem Statement:
Area resident requests parking restriction due to visibility issues being caused by the parking of vehicles.

REQUEST FOR POSTING

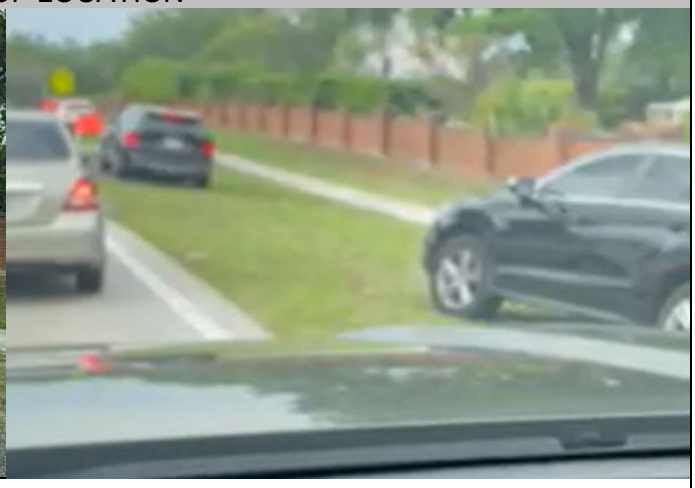
No Parking	✓	**No Stopping**	✓	**No Standing**	✓

Direction of road	North-South
Which side of road	East
Distance in feet	725

Findings:
Roads & Drainage has verified that the parking of vehicles in this area creates potential visability concerns. Recommend signs be posted restricting parking on the east side of the street from Hanover Ln to 396' south of Lake Miriam Dr.

PICTURES OF LOCATION





Review conducted by	Steve Logan	**Date**	5/19/2026
Entered by	Steve Logan	**Date**	5/19/2026
Concurred/authorized by Traffic Manager	Amy J. Gregory, P.E.	**Date**	5/19/2026

Signature

Polk County

Board of County Commissioners

Agenda Item R.43. 6/2/2026

SUBJECT

Adopt a Resolution Setting Speed Limit on V-Eight Ranch Road, near Haines City. ($212.77 one-time expense)

DESCRIPTION

The Roads & Drainage Division received a request from a resident of V-Eight Ranch Road to post a speed limit on the road. In researching the request, the Roads & Drainage Division discovered that a Resolution establishing a speed limit could not be located and may not exist. V-Eight Ranch Road is located in the Haines City area in S-21, T-28S, R-28E, and is classified as a Local Residential road.

Staff conducted traffic studies on V-Eight Ranch Road, as outlined in Section 316.189 of the Florida Statutes, and investigated the five-year crash history. It was subsequently determined that a posting of 20 M.P.H. is reasonable for this road. To comply with statutory requirements, it is necessary for the Board to adopt a Resolution establishing the proposed speed limit.

RECOMMENDATION

Request Board adopt the associated Resolution to establish the proposed speed zone for V-Eight Ranch Road. Cost for installation of signs is estimated at $212.77.

FISCAL IMPACT

Funds are budgeted in the FY 25/26 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 speed studies on the following County maintained Local Residential road:

V-Eight Ranch Road (Road Number 882102); from County Road 542 (Lake Hatchineha Road) to Dead End North, 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 a posting of 20 M.P.H. is reasonable, and

WHEREAS under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to establish speed limits on County maintained roads,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause V-Eight Ranch Road to be posted 20 m.p.h. from County Road 542 (Lake Hatchineha Road) to Dead End North.

Adopted in Regular Session duly assembled this 2nd day of June 2026.

Attest:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

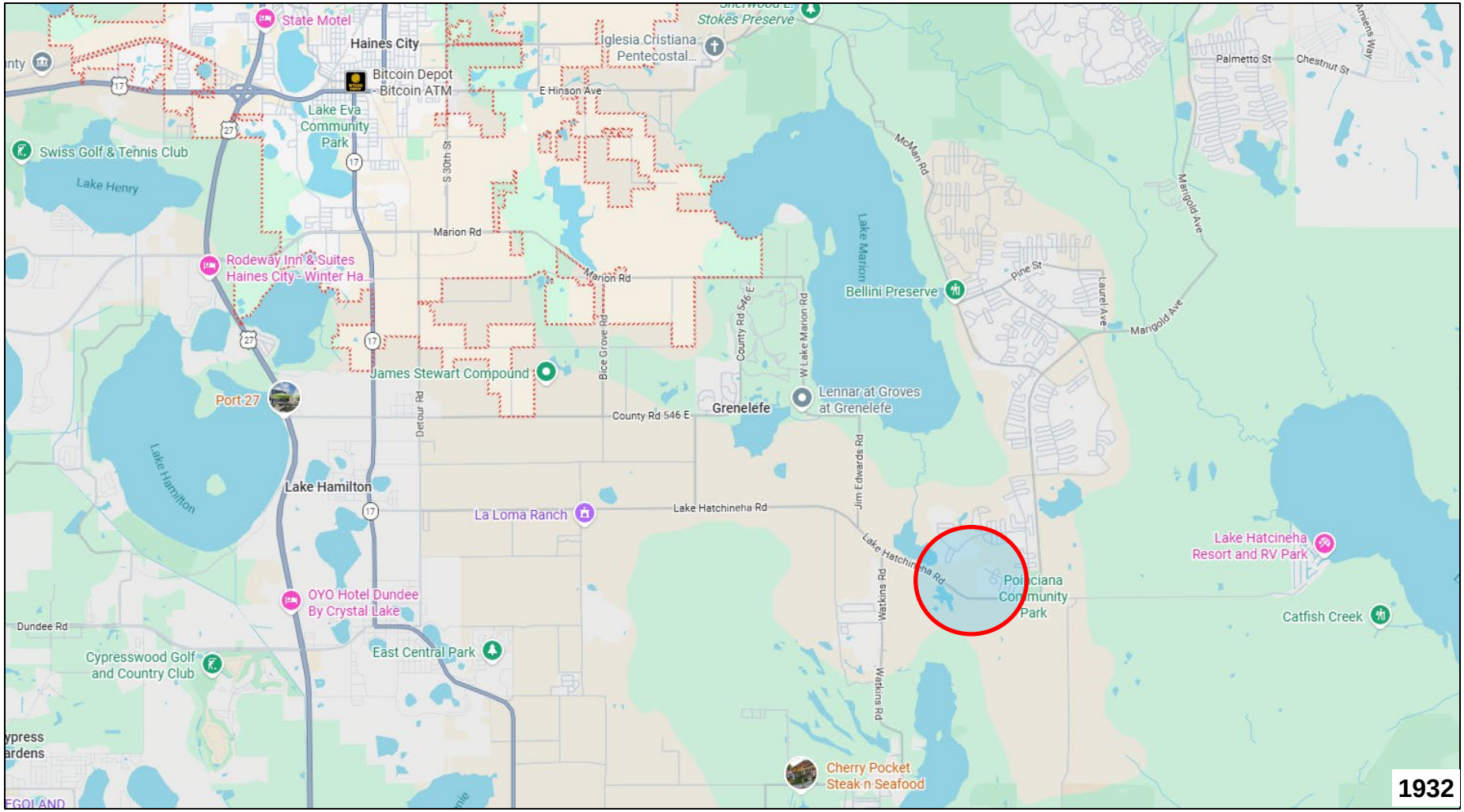
Board of County Commissioners
Polk County, Florida

By: _____
Martha Santiago, Ed.D., Chair

V-Eight Ranch Rd (Haines City Area)

Request for Speed Limit Posting

Vicinity Map



V-Eight Ranch Rd (Haines City Area)

Request for Speed Limit Posting



POLK COUNTY TRANSPORTATION DIVISION

SPEED STUDY

ROAD DESCRIPTION

Road Name	V-Eight Ranch Rd			**Road Number**	882102
Section	21	**Township**	28 S	**Range**	28 E
Commission District	4	**Maintenance Unit**	R4	**Functional Classification**	LR
From	CR 542 (Lake Hatchineha Rd)	**Node**	N/A	**Mile Post**	N/A
To	Dead End North	**Node**	N/A	**Mile Post**	N/A

REASON FOR RESOLUTION

Customer Service Request #	102433	**Internal Request**		**External Request**	✓
New Posting	✓	**Speed Adjustment**			

External Agency Name (If Applicable)

Problem Statement:
Polk County received a request from an area resident to post a speed limit on the road.

TEST RUN SPEEDS

Test Run Speed #1 in M.P.H.	None	**Comments:**	85th Percentile
Test Run Speed #2 in M.P.H.	None	**Comments:**	85th Percentile
Test Run Speed #3 in M.P.H.	None	**Comments:**	85th Percentile

ROADWAY ALIGNMENT

Number of Hills	0	**Number of Curves**	0	**Number of Turns**	1
Lane Width (ft)	8	**Number of Lanes**	2	**Shoulder Width (ft)**	0
Number of School Zones	None	**Posted Speed of School Zones**	None	**Pavement Condition**	N/A
Number of Intersections	1	**Sight Distance of Intersections**	Adequate		
Number of Driveways	3	**Sight Distance of Driveways**	Adequate		
Number of Stop Signs	1	**Number of Signals**	0		

SPEED LIMIT INFORMATION

Current Speed Limit Posting (M.P.H.)	None				
Proposed Speed Limit Posting (M.P.H.)	20				
From Mile Post	0.000				
To Mile Post	0.340				

Notes:
Traffic Data was collected at one location along the road. The 85th percentile speed was 21 mph. The proposed posting considers the 85th percentile speed.

Review conducted by	Holly Toley & Andrew Jones	**Date**	4/27/2026
Entered by	Steve Logan	**Date**	5/7/2026
Concurred/authorized by Traffic Engineer	Amy J. Gregory, P.E.		
Signature		**Date**	05/07/26

Polk County

Board of County Commissioners

Agenda Item R.44. 6/2/2026

SUBJECT

Approve Amendment 1 to Master Consulting Agreement 2022-092 with Mott MacDonald Florida, LLC for a fee schedule increase. (No fiscal impact)

DESCRIPTION

The Board approved Agreement 2022-092 with Mott MacDonald Florida, LLC on October 4, 2022, to provide professional engineering services for Roads and Drainage Division projects where the cost of construction does not exceed $7,500,000.

In accordance with the agreement, Mott MacDonald Florida, LLC has requested, and the Roads and Drainage Division has agreed to an adjusted Fee Schedule as outlined in Exhibit B-2 of this amendment.

Mott MacDonald Florida, LLC is one of 17 firms that have master agreements to provide road and drainage engineering services. When services are needed work is equitably distributed amongst all firms except in cases where a particular firm may be more highly qualified to perform the services.

RECOMMENDATION

Request Board approve Amendment 1 to Agreement 2022-092 with Mott MacDonald Florida, LLC.

FISCAL IMPACT

No Fiscal Impact.

CONTACT INFORMATION

Tabatha Shirah
Sr. Procurement Analyst
tabathashirah@polkfl.gov
863-534-5935

MASTER CONSULTANT AGREEMENT
#2022-092
AMENDMENT #1

This Amendment #1, effective as of the date executed by the County, is hereby entered into by Polk County, a political subdivision of the State of Florida (the "County") situated at 330 West Church Street, Bartow, Florida, 33830, hereinafter referred to as the County, and Mott MacDonald Florida, LLC (the "Consultant"), a Florida limited liability company, located at 8875 Hidden River Parkway, Suite 300, Tampa, Florida 33637.

WITNESSETH:

WHEREAS, the County and the Consultant entered into a Master Consultant Agreement dated October 14, 2022 (the "Agreement") for the purpose of providing professional services in connection with the performance of certain professional consultants for a wide range of technical, engineering, scientific, and architectural services for the planning, design, construction, operation, monitoring and maintenance of the roadway network which is more fully set out in the Scope of Services; and

WHEREAS, pursuant to Section 3.1.2 of the Agreement, the Consultant may request the County approve the Consultant's proposed adjustment to the amounts stated on the Fee Schedule. The Consultant requested and the County has agreed to an adjusted Fee Schedule attached as Exhibit "B-2", which shall operate prospectively only and shall not alter fee schedules for Consultant Services Authorizations in effect at the time of the amendment; and

WHEREAS, pursuant to Section 22.0 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 to the following:

1. Exhibit "B", Fee Schedule of the Agreement is hereby revised and replaced in its entirety with the adjusted Fee Schedule attached hereto as Exhibit "B-2".

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

(THE REMAINDER OF THE 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: _____
Martha Snatiago, Ed. D., Chair
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

_____ 4/15/2026
County Attorney's Office Date

Mott MacDonald Florida, LLC
a Florida limited liability company

By: _____

David Skipper
PRINT NAME

Senior Vice President
TITLE

Date: 04/21/2026

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.

Mott MacDonald Florida, LLC
NONGOVERNMENTAL ENTITY



SIGNATURE

David Skipper
PRINT NAME

Senior Vice President
TITLE

04/21/2026
DATE

"EXHIBIT B-2"

MOTT MACDONALD 2026 HOURLY RATE SCHEDULE

Billing Title	Per Hour*
Principal	335.00
Technical Expert	319.00
Subject Matter Expert	287.00
Principal Project Manager	281.00
Principal Engineer	250.00
Program Manager	232.00
Senior Project Manager	232.00
Senior Project Engineer	214.00
Project Manager	191.00
Project Engineer	180.00
Engineer IV	161.00
Engineering Designer III	154.00
Engineering Designer II	115.00
Engineering Designer I	109.00
Senior Designer	165.00
Designer V	152.00
Designer IV	134.00
Designer III	79.00
Project Administrator	188.00
Contract Support Specialist	118.00
Senior Specialist	178.00
Specialist V	161.00
Specialist IV	156.00
Specialist III	83.00
Inspector V	181.00
Inspector IV	147.00
Inspector III	105.00
Inspector II	72.00
Resident Compliance Specialist	92.00
Technician	68.00
Administrative Assistant	88.00

Notes

* Hourly rates for special consultations and services in conjunction with litigation are available upon request.
* Rates are for straight time hours. Rates multiplied by 1.5 for overtime hours for applicable personnel.
* Rates for additional personnel can be provided upon request.

Polk County

Board of County Commissioners

Agenda Item R.45. 6/2/2026

SUBJECT

Approve Construction Agreement and Resolution with FDOT for the SR 33 @ Mount Olive Road Intersection Project. (No fiscal impact)

DESCRIPTION

The SR 33 @ Mount Olive Road Intersection Project is in the current year CIP for the Roads & Drainage Division. The design, right-of-way acquisition, and permitting phases are now complete. The FDOT requires that the Board approve the Construction Agreement and associated resolution as the last step in the permitting process. Once the Construction Agreement is fully executed, staff will obtain bids for construction.

The scope of work is as follows:

- This is a joint project with FDOT. FDOT is installing a new traffic signal at this intersection. The county project is only on Mount Olive Rd.
- Mount Olive Rd is currently a two-lane road, one lane in each direction. This project will be adding a lane. The new configuration for Mount Olive Rd for the westbound approach will be a dedicated left turn lane, and a through/right turn lane.

RECOMMENDATION

Request Board approve the Construction Agreement with FDOT and Resolution.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Douglas Gable, P.E.
Project Management Manager
Roads & Drainage Division
(863) 535-2285

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

CONSTRUCTION AGREEMENT

Construction Agreement No.: 2025-C-190-00005

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Transportation, 801 N Broadway Ave, Bartow, FL 33830 (hereinafter referred to as the "DEPARTMENT") and Polk County, a political subdivision of the State of Florida 330 W. Church Street, Bartow, FL (hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044, Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 20.23(6), Florida Statutes, the DEPARTMENT is authorized to contract with local governmental entities and with the private sector under specific circumstances; and

WHEREAS, Section 339.282, Florida Statutes, provides incentives to private sector entities that finance, construct, and improve public transportation facilities; and

WHEREAS, pursuant to Section 334.175(2), Florida Statutes, the DEPARTMENT is required to review the Project's design plans for compliance with Department design standards; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to SR 33 Section 16070 Subsection 000 from Begin MP 11.204 to End MP 11.333 Local Name Commonwealth Ave located in Polk County (hereinafter referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the DEPARTMENT upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of _____. **See attached Exhibit A Scope of Services/Special Provisions.**
2. The Project shall be designed and constructed in accordance with the latest edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction ("FDOT Standard Specifications"), FDOT Standard Plans and FHWA Manual on Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the FDOT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the FDOT Design Manual, Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly known as the "Florida Greenbook") and the FDOT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and written approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive written approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the Project at all times and coordinate any work needs of the DEPARTMENT during construction of the Project.
3. In its sole discretion, the DEPARTMENT may reject designs which do not meet DEPARTMENT standards. The DEPARTMENT may also, in its sole discretion, allocate DEPARTMENT-managed resources, including structures engineers and/or project managers, to projects involving complex design structures and other design structures not commonly used by the DEPARTMENT. In addition, all complex bridges and bridge types not commonly used by the DEPARTMENT constructed via this Agreement will be monitored and inspected by DEPARTMENT personnel.
4. The Construction Coordinator shall provide the DEPARTMENT a minimum of 2 business days' notice before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.
5. Pursuant to Section 7-13 of the FDOT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than zero and 00/100 Dollars ($ 0.00) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than zero and 00/100 Dollars ($ 0.00) for property damage, or a combined coverage of not less than zero and 00/100 Dollars ($ 0.00). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide

the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity, they will be exempt from these requirements.

6. The Construction Coordinator shall be responsible for monitoring construction operations and Temporary Traffic Control (TTC) throughout the course of the Project in accordance with the latest edition of the FDOT Standard Specifications, Section 102, Maintenance of Traffic, and FDOT Standard Plans, 102-600 series. The Construction Coordinator is responsible for the development of a TTC Plan and making any changes to that plan as necessary. Any TTC plan developed by the Construction Coordinator that deviates from the FDOT Standard Plans must be signed and sealed by a professional engineer. TTC plans will require written approval by the DEPARTMENT prior to implementation.
7. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations are accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
8. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
9. The Construction Coordinator shall take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the DEPARTMENT'S first priority. If lane or road closures are required to ensure the life, health, and safety of the travelling public, the Construction Coordinator must notify the District Maintenance Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The DEPARTMENT expects professional engineering judgement be applied in all aspects of locally or privately delivered projects. Defect management and supervision of Project bridge structures components must be proactively managed, monitored, and inspected by DEPARTMENT prequalified structures engineer(s). The District Maintenance Engineer must be notified immediately of defect monitoring that occurs in the Project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The Construction Coordinator shall also ensure compliance with the DEPARTMENT Construction Project Administration Manual, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.
10. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest, or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy, or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.
11. The Construction Coordinator shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.
12. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard, and local governmental entities.
13. The Construction Coordinator is responsible for the provision of Construction Engineering Inspection (CEI) services. The DEPARTMENT reserves the right to require the Construction Coordinator 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 written approval of the DEPARTMENT, a local government agency may choose to satisfy the requirements set forth in this paragraph by either hiring a DEPARTMENT prequalified consultant firm or utilizing local government staff that meet the requirements of this paragraph, or a combination thereof.
14. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.
15. All work and construction shall be completed within 365 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this

Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days' prior written notice of termination to the Construction Coordinator.

16. The Construction Coordinator shall be responsible for maintaining and restoring all features that might require relocation within the DEPARTMENT right of way.
17. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
18. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance with the Plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
19. If the DEPARTMENT determines that the Project is not completed in accordance with the Provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) file a claim against the payment and performance bond with the Surety for correction of the deficiency(ies) and completion of the contract; or 3) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice. If no payment is received within thirty (30) days from date of invoice submittal, the DEPARTMENT will file a claim against the bond for all expenses incurred, including services incidental to collecting losses.
20. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.
21. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below. Electronic means of communication shall be sufficient if emailed to the parties at the contact information listed below.
22. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.
23. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
24. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.
25. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for herein.
26. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.
27. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.
28. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquishment in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.
29. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
30. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principal purposes of this Agreement remain enforceable.
31. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Modifications to the Agreement shall be included in Appendix B.

32. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.
33. The Construction Coordinator shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and
34. The Construction Coordinator shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
35. The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:
    A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the Construction Coordinator.
    B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
    D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT. The Construction Coordinator shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the DEPARTMENT a copy of the Construction Coordinator's response to each such request.

IF THE CONSTRUCTION COORDINATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION COORDINATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Central Office
850-414-5355
COprcustodian@dot.state.fl.us
Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, FL 32399-0458

CONSTRUCTION COORDINATOR CONTACT INFORMATION:

Name Martha Santiago Title Board of County Commissioner & Chairman
Office No. 863-534-6422 Cell _____ Email MarthaSantiago@polkfl.gov
Address 330 W. Church Street, Bartow, FL

DEPARTMENT CONTACT INFORMATION:

Name Joseph Smothers Title Permit Coorinator II
Office No. 863-519-4314 Cell 863-307-5699 Email joseph.smothers@dot.state.fl.us
Address 2740 State Road 60 W, Bartow, FL 33830

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

By: _____ (Signature)

Martha Santiago (Print Name)

Board of County Commissioner & Chairman (Title)

_____ (Date)

DEPARTMENT OF TRANSPORTATION

By: _____ (Signature)

Jonathan M. Sands, P.E. (Print Name)

District Maintenance Engineer (Title)

_____ (Date)

Legal Review:

_____

Kristen Etheridge, District Permits Manager

Scott Ellis PE, Deputy Maintenance Engineer

Appendix B

This is an amendment to the Construction Agreement No. 2023-C-190-00005 ("Agreement") made and entered into between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("DEPARTMENT") and POLK COUNTY, a political subdivision of the State of Florida, ("Construction Coordinator") with an effective date of_____. 2026. The DEPARTMENT and the Construction Coordinator may be referred to individually as a "Party" and collectively as the "Parties".

Pursuant to the requirements of Paragraph 31 of the Construction Agreement (the "Agreement"), the Parties have agreed to modify the Agreement as follows:

The following clause replaces Paragraph 20 of the Agreement in its entirety:

20. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S or the Construction Coordinator sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in the amount and shall not exceed the limitations of liability tort actions as set forth in Section 768.28(5), Florida Statutes.

The following clause replaces Paragraph 32 of the Agreement in its entirety:

32. To the extent provided by law, Construction Coordinator shall indemnify, defend, and hold harmless the Department, its officers, agents, or employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts of Construction Coordinator, 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 Construction Coordinator hereunder, to the extent and within the limitations of Section 76.828, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Construction Coordinator's sovereign immunity beyond the limits set forth in Section 76.828, nor shall the same be construed to constitute agreement by Construction Coordinator 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 Construction Coordinator to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement. The insurance coverage or limits in such coverage shall not be deemed a limitation on the Construction Coordinators requirement to indemnify the Department in accordance with this provision.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the date above written.

POLK COUNTY

a political subdivision of the State of Florida

By: _____

Title: _____

ATTEST:

By:_____

Title: _____

APPROVED AS TO FORM

_____

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By:

_____

Title: _____

I. Scope of Services

SR 33 - The project is to widen Mount Olive Road to include new turn lanes on association with signalized improvements on SR 33 to be provided by the FDOT.

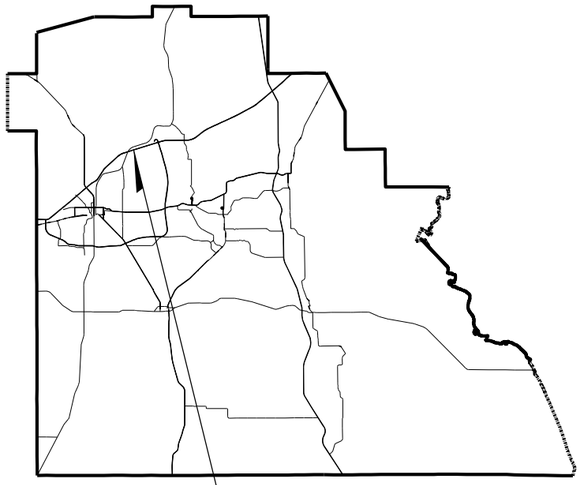
II. Project Plans

The agency is authorized to install the project in accordance with the attached plans prepared by Pavan Paiavula, P.E. dated 4/17/2026. Any revisions to these plans must be approved by the Department in writing.

POLK COUNTY
ROADS AND DRAINAGE DIVISION

CONTRACT PLANS FOR

MT OLIVE ROAD AT SR 33 INTERSECTION IMPROVEMENTS
POLK COUNTY PROJECT No.: 5400244
PERMIT APPLICATION No.: 2025-c-190-00003



CONTRACT PLANS COMPONENTS

ROADWAY PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4	TYPICAL SECTIONS
5	GENERAL NOTES
6	ROADWAY PLAN
7-8	ROADWAY CROSS SECTIONS
9	UTILITY ADJUSTMENTS
10	SIGNING AND PAVEMENT MARKING PLAN
11	SIGNALIZATION GENERAL NOTES
12-13	SIGNALIZATION PLANS
14	CONCRETE STRAIN POLE TABLATION
15-17	TEMPORARY TRAFFIC CONTROL PLAN
18A-18D	AUTOTURN EXHIBITS



BEGIN SITE
STA. 100+38.92
℄ MOUNT OLIVE

END SITE
STA. 104+40.00
℄ MOUNT OLIVE

N

NTS

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2026-27 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

Florida Department of Transportation, 2023 Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook) at the following website: https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY 2026-27 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

ROADWAY PLANS
ENGINEER OF RECORD:

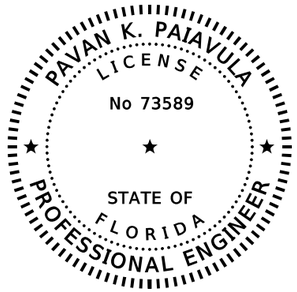
PAVAN KUMAR PAIAVULA, P.E.
P.E. LICENSE NUMBER 73589
DRMP, INC.
15310 AMBERLY DRIVE, SUITE 310
TAMPA, FL 33647
(813) 265-9800
CONTRACT NO.: 22-086
VENDOR NO.: VF591791174001

COUNTY PROJECT MANAGER:
DOUG GABLE, P.E.

FISCAL YEAR	SHEET NO.
26	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

P:\Worksets\FDOT\000000152O1\Roadway\KEYSRD01.dgn : #USERs 4/16/2026 3:13:37 PM



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

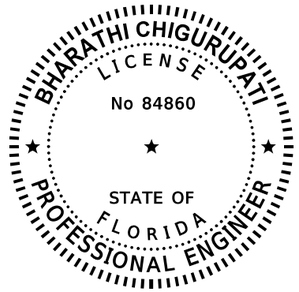
ON THE DATE ADJACENT TO THE SEAL

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

DRMP, INC.
15310 AMBERLY DRIVE, SUITE 310
TAMPA, FLORIDA 33647
PAVAN K. PAIAVULA, P.E.
LICENSE NO. 73589

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4	TYPICAL SECTIONS
5	GENERAL NOTES
6	ROADWAY PLAN
7-8	ROADWAY CROSS SECTIONS
9	UTILITY ADJUSTMENTS
15-17	TEMPORARY TRAFFIC CONTROL PLAN
18A-18D	AUTOTURN EXHIBITS



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

DRMP, INC.
15310 AMBERLY DRIVE, SUITE 310
TAMPA, FLORIDA 33647
BHARATHI CHIGURUPATI, P.E.
LICENSE NO. 84860

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
10	SIGNING AND PAVEMENT MARKING PLAN
11	SIGNALIZATION GENERAL NOTES
12-13	SIGNALIZATION PLANS
14	CONCRETE STRAIN POLE TABLATION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

PAVAN KUMAR PAIAVULA, P.E.
LICENSE NUMBER: P.E. 73589
DRMP, INC.
15310 AMBERLY DRIVE, SUITE 310
TAMPA, FL 33647

POLK COUNTY
ROADS AND DRAINAGE DIVISION

ROAD NAME	COUNTY	FINANCIAL PROJECT ID
MT. OLIVE RD	POLK	5400244

SIGNATURE SHEET

SHEET NO. 2

P:\Worksets\FDOT\00000015201\Roadway\SIGNRD01.dgn : SIGNATURESHEETS
jegonzalez 4/16/2026 3:13:51 PM

SUMMARY OF ROADWAY

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY
0101 1	MOBILIZATION	LS	1
0102 1	MAINTENANCE OF TRAFFIC	LS	1
0102 78 1	TEMPORARY RAISED/RETROREFLECTIVE PAVEMENT MARKER, TYPE D	EA	27
0104 10 3	SEDIMENT BARRIER	LF	838
0104 15	SOIL TRACKING PREVENTION DEVICE	EA	1
0110 1 1	CLEARING & GRUBBING	AC	0.25
0110 4 10	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	107
0120 1	REGULAR EXCAVATION	CY	11.4
0120 6	EMBANKMENT	CY	12.1
0160 4	TYPE B STABILIZATION	SY	793
0285701	OPTIONAL BASE, BASE GROUP 01	SY	281
0285711	OPTIONAL BASE, BASE GROUP 11	SY	372
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	1079
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	61.5
0337 7 83	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5, PG 76-22	TN	154.4
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	107
0570 1 2	PERFORMANCE TURF (BAHIA)	SY	706

SUMMARY OF SIGNALIZATION

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY
0632 7 1	SIGNAL CABLE, NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	1
0632 7 6	SIGNAL CABLE, REMOVE - INTERSECTION	PI	1
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	2
0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	AS	4
0650 1 60	VEHICULAR TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN	AS	3
0660 3 51	VEHICLE DETECTOR SYSTEM - MICROWAVE, ADJUST/MODIFY, CABINET EQUIPMENT	EA	1
0660 3 52	VEHICLE DETECTOR SYSTEM - MICROWAVE, ADJUST/MODIFY, ABOVE GROUND EQUIPMENT	EA	1
0671 2 40	TRAFFIC CONTROLLER WITHOUT CABINET, MODIFY	EA	1

SUMMARY OF SIGNING AND PAVEMENT MARKING

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY
0700 1500	SINGLE COLUMN GROUND SIGN ASSEMBLY, RELOCATE	EA	1
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	27
0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1
0711 11 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	115
0711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	23
0711 11 141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.023
0711 11 170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	6
0711 11 241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	GM	0.040
0711 14 125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	90
0711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.187
0711 16 171	THERMOPLASTIC, STANDARD OTHER SURFACES, WHITE, 6", 6-10 DOTTED MANAGED LANE MARKING	GM	0.007
0711 16 201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.137
0711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	SF	26

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

PAVAN KUMAR PAIAVULA, P.E.
LICENSE NUMBER: P.E. 73589
DRMP, INC.
15310 AMBERLY DRIVE, SUITE 310
TAMPA, FL 33647

POLK COUNTY
ROADS AND DRAINAGE DIVISION

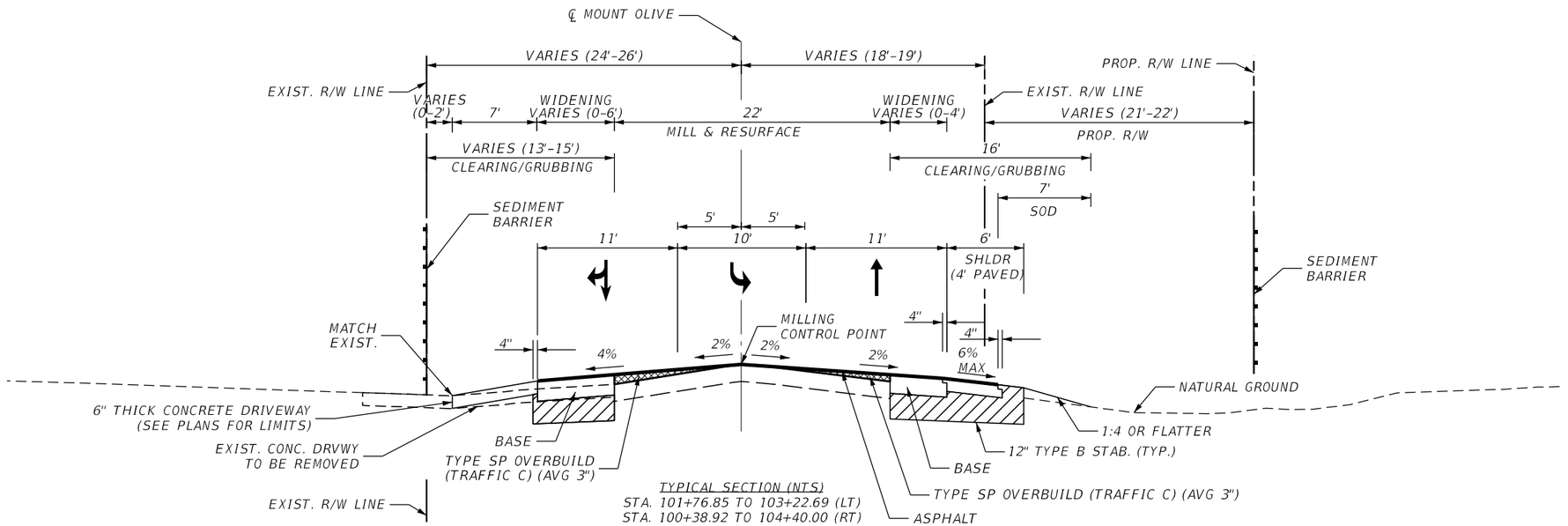
ROAD NAME	COUNTY	FINANCIAL PROJECT ID
MT. OLIVE RD	POLK	5400244

SUMMARY OF PAY ITEMS

SHEET NO. 3

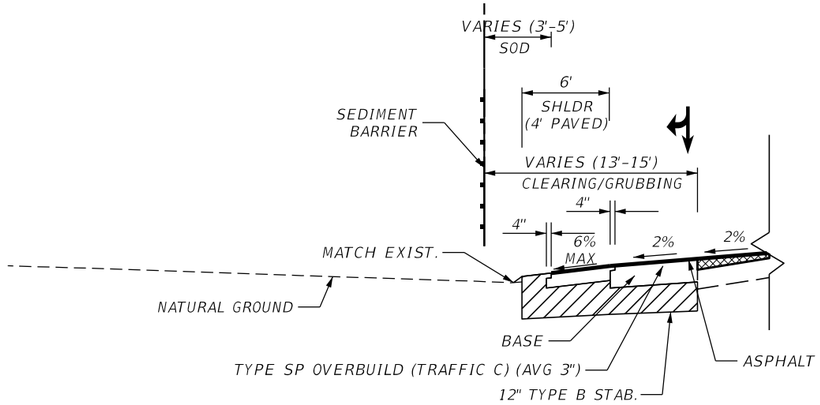
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

P:\Worksets\FDOT\00000015201\Roadway\CESSRD01.dgn : PAYITEMSHEETS
jegonzalez 4/16/2026 3:13:56 PM



TYPICAL SECTION (NTS)
STA. 101+76.85 TO 103+22.69 (LT)
STA. 100+38.92 TO 104+40.00 (RT)

PAVEMENT TRANSITION LIMITS:
101+30.00 TO 101+80.00 (PAVEMENT TRANSITION FROM 2% TO 4%)
103+20.00 TO 103+70.00 (PAVEMENT TRANSITION FROM 4% TO 2%)



PARTIAL TYPICAL SECTION LT (NTS)
STA. 100+38.92 TO 101+76.85
STA. 103+22.69 TO 104+40.00

PAVEMENT WIDENING
OPTIONAL BASE GROUP 11
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (3")
FRICTION COURSE (FC 12.5) (TRAFFIC C) (PG 76-22) (1.5")

MILLING & RESURFACING
MILL EXISTING ASPHALT PAVEMENT (1.5" AVG. DEPTH)
FRICTION COURSE (FC 12.5) (TRAFFIC C) (PG 76-22) (1.5")

SHOULDER PAVEMENT
OPTIONAL BASE GROUP 01
FRICTION COURSE (FC 12.5) (TRAFFIC C) (PG 76-22) (1.5")

TRAFFIC DATA
AADT = 4200 (2023)
DESIGN SPEED = 25 MPH
POSTED SPEED = 45 MPH (EAST OF INTERSECTION)

REVISIONS				ENGINEER OF RECORD	POLK COUNTY ROADS AND DRAINAGE DIVISION			TYPICAL SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	PAVAN KUMAR PAIAVULA, P.E. LICENSE NUMBER: P.E. 73589 DRMP, INC. 15310 AMBERLY DRIVE, SUITE 310 TAMPA, FL 33647	ROAD NAME	COUNTY	FINANCIAL PROJECT ID		4
					MT. OLIVE RD	POLK	5400244		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

P:\Worksets\FD0T\00000015201\Roadway\TYPSRD01.dgn : TYPICALSHEETS
jegonzalez 4/16/2026 3:14:05 PM

GENERAL NOTES

1. ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

2. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

3. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv Vh AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATION/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN POINTS HAVE NOT BEEN VERIFIED

4. UTILITY/AGENCY OWNERS:

COMPANY	CONTACT	TELEPHONE NUMBERS	EMAIL
FRONTIER COMMUNICATIONS	FRED VALDES	(863) 682-4801	FRED.N.VALDES@FTR.COM
CITY OF LAKELAND ELECTRIC	HANNA GREENFIELD	(863) 834-6428	HANNAH.GREENFIELD@LAKELANDELECTRIC.COM
CITY OF LAKELAND WATER	JIM LILLY	N/A	JIM.LILLY@LAKELANDGOV.NET
CITY OF LAKELAND WASTEWATER	JIM LILLY	N/A	JIM.LILLY@LAKELANDGOV.NET
MCI	MICHAEL KROL	(813) 410-4803	MICHAEL.KROL@VERIZON.COM
CITY OF POLK CITY	MARK FREDERICK	(863) 646-4771 EXT 214	MFREDERICK@CIVILSURV.COM
UNITI FIBER	TERRY YOUNG	(251) 422-3872	TERRY.YOUNG@UNITI.COM
CHARTER COMMUNICATIONS	DARIN DANIELS	(863) 559-6699	DARIN.DANIELS@CHARTER.COM
WANRACK	BEN PRUSIA	(913) 953-0892	BEN.PRUSIA@WANRACK.COM

5. VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN PROJECT LIMITS PRIOR TO CONSTRUCION AND COORDINATING WITH UTILITY AGENCY OWNERS (U. A. Cs) ON ANY NECESSARY RELOCATION.

6. NOTIFY ALL UTILITY COMPANIES IN THE AREA AT LEAST 48 HOURS PRIOR TO CONSTRUCTION AND CALL SUNSHINE 811 AT 1-800-432-4770.

7. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED. ALL UTILITIES THAT ARE TO REMAIN AND THAT ARE AFFECTED BY THE PROJECT SHALL BE ADJUSTED SUCH THAT THE TOPS MATCH FINISH GRADE.

8. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.

9. MAINTAIN ALL EXISTING CONVEYANCES AND DRAINAGE CONNECTIONS WITHIN THE PROJECT LIMITS AT ALL TIMES.

10. ALL EXISTING TREES WITHIN RIGHT OF WAY ARE TO BE TRIMMED TO MAINTAIN TEN (10) FEET VERTICAL CLEARANCE AND TWO (2) FEET HORIZONTAL CLEARANCE FROM PROPOSED SIDEWALK.

11. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:

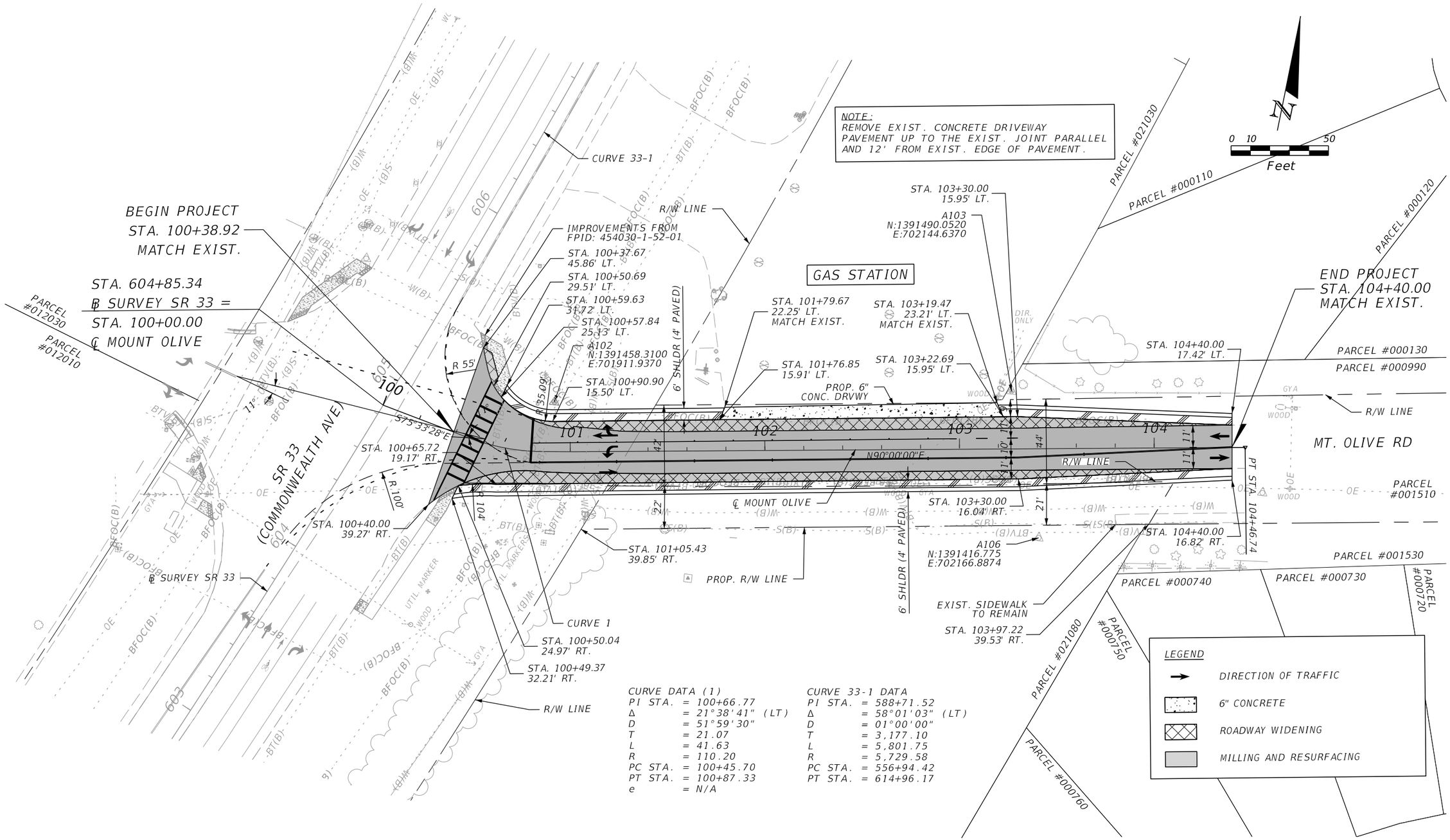
    DOUGLAS L. WHIDDEN, P.S.M.
    PSM #6152
    FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT 1
    801 NORTH BROADWAY AVENUE
    BARTOW, FL 33830

12. CONTRACTOR TO CONTACT BEST BUY MANAGER ROBERT SEHDLOCK AT (407)-744-3052 AND ROBERT.SHEDLOCK@BESTBUY.COM TO NOTIFY HIM PRIOR TO BEGINNING OF CONSTRUCTION.

13. CONTRACTOR TO REFER TO FPID 45403015201 SIGNALIZATION PLANS FOR SIGNAL DETAILS AT THE INTERSECTION OF MT OLIVE RD AND SR 33.

REVISIONS				ENGINEER OF RECORD	POLK COUNTY ROADS AND DRAINAGE DIVISION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	PAVAN KUMAR PAIAVULA, P.E. LICENSE NUMBER: P.E. 73589 DRMP, INC. 15310 AMBERLY DRIVE, SUITE 310 TAMPA, FL 33647	ROAD NAME	COUNTY	FINANCIAL PROJECT ID		5
					MT. OLIVE RD	POLK	5400244		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



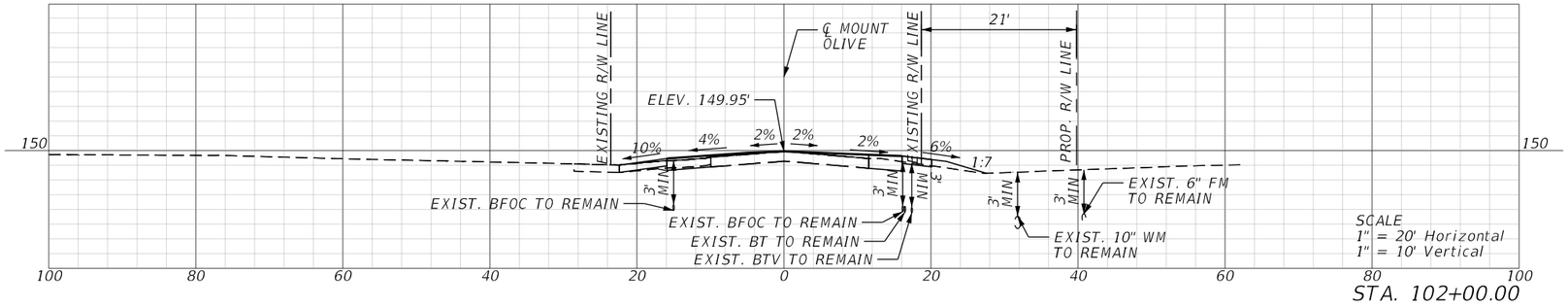
CURVE DATA (1)
PI STA. = 100+66.77
Δ = 21°38'41" (LT)
D = 51°59'30"
T = 21.07
L = 41.63
R = 110.20
PC STA. = 100+45.70
PT STA. = 100+87.33
e = N/A

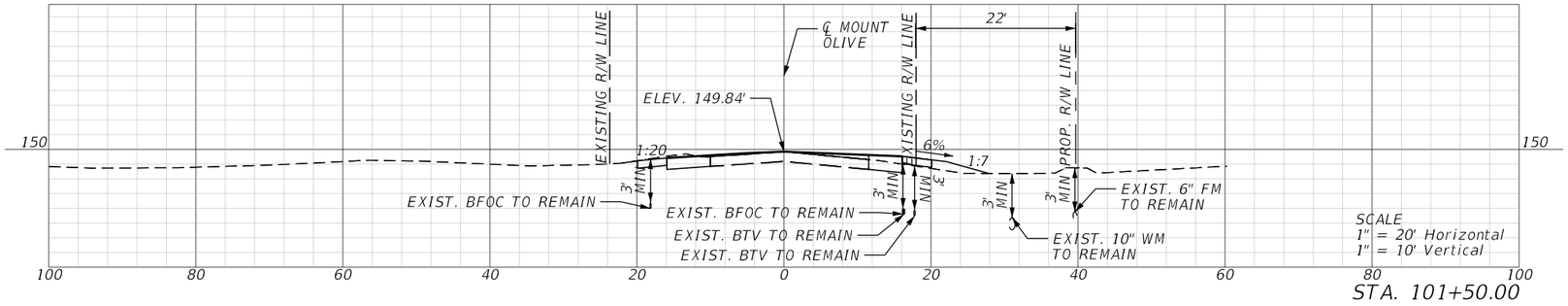
CURVE 33-1 DATA
PI STA. = 588+71.52
Δ = 58°01'03" (LT)
D = 01°00'00"
T = 3,177.10
L = 5,801.75
R = 5,729.58
PC STA. = 556+94.42
PT STA. = 614+96.17

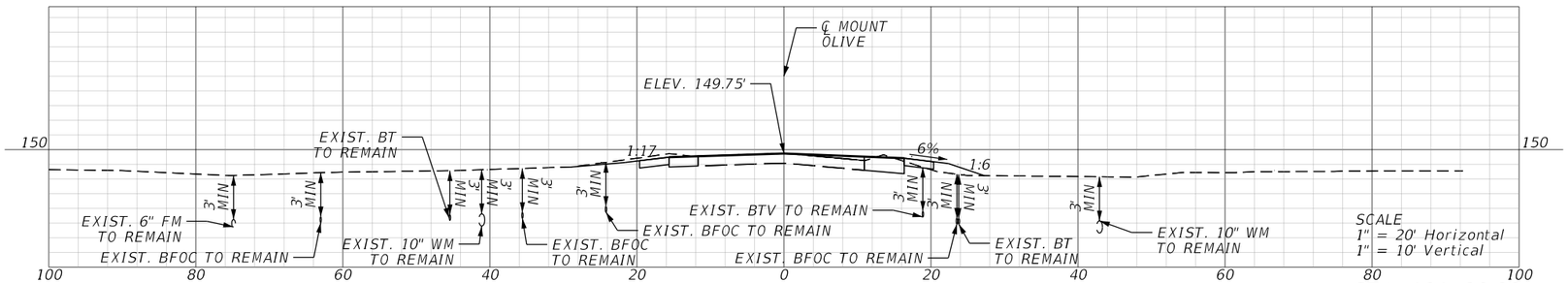
REVISIONS				ENGINEER OF RECORD	POLK COUNTY ROADS AND DRAINAGE DIVISION			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	PAVAN KUMAR PAIAVULA, P.E. LICENSE NUMBER: P.E. 73589 DRMP, INC. 15310 AMBERLY DRIVE, SUITE 310 TAMPA, FL 33647	ROAD NAME	COUNTY	FINANCIAL PROJECT ID		6
					MT. OLIVE RD	POLK	5400244		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

P:\Worksets\FDOT\00000015201\roadway\PLANRD01.dgn : BL-1 - PLAN 2 [SHEET]
jegonzalez 4/16/2026 3:14:22 PM









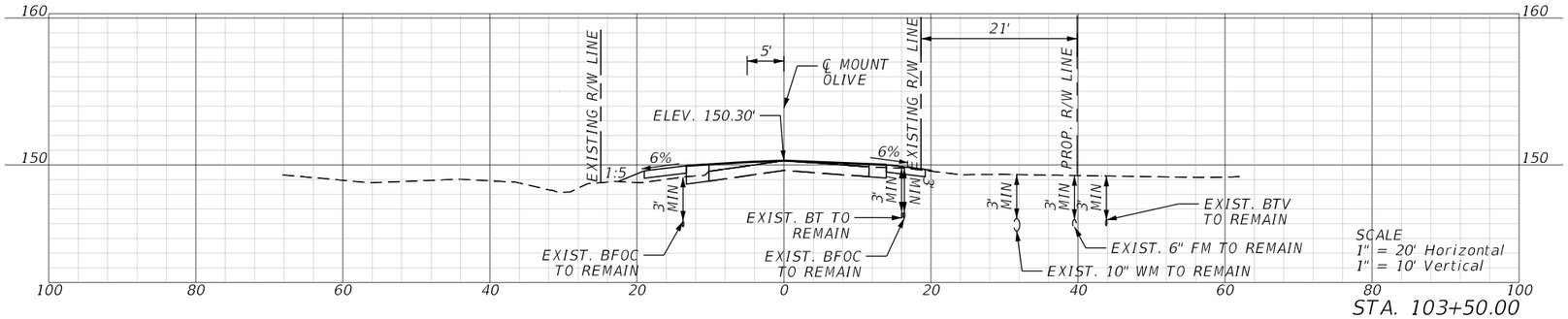
BEGIN PROJECT
STA. 100+40.00

REVISIONS				ENGINEER OF RECORD	POLK COUNTY ROADS AND DRAINAGE DIVISION			ROADWAY CROSS SECTIONS (1)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	PAVAN KUMAR PAIAVULA, P.E. LICENSE NUMBER: P.E. 73589 DRMP, INC. 15310 AMBERLY DRIVE, SUITE 310 TAMPA, FL 33647	ROAD NAME	COUNTY	FINANCIAL PROJECT ID		
					MT. OLIVE RD	POLK	5400244		7

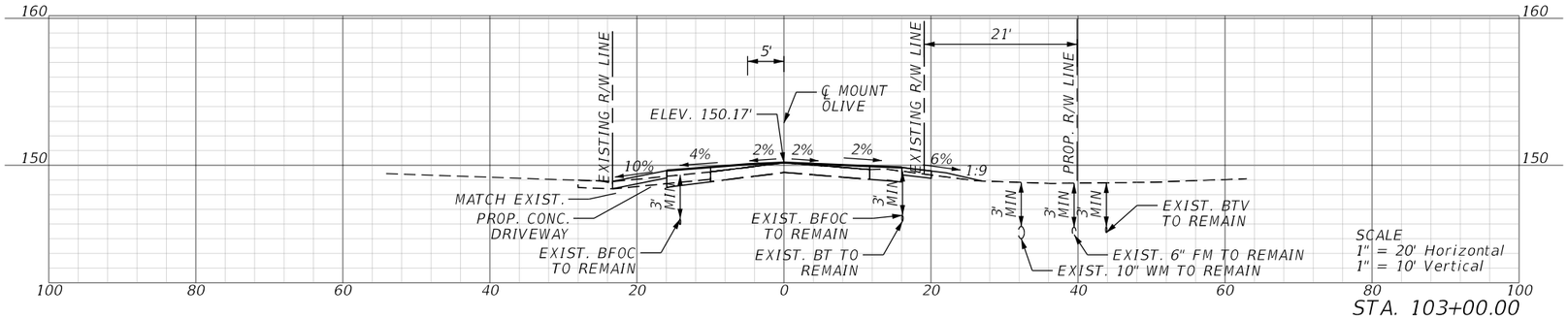
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

P:\Worksets\FDOT\00000015201\Roadway\RDXSRD01 - Copy.dgn : BL - 100+00.00 [SHEET]
jegonzalez 4/16/2026 3:14:35 PM

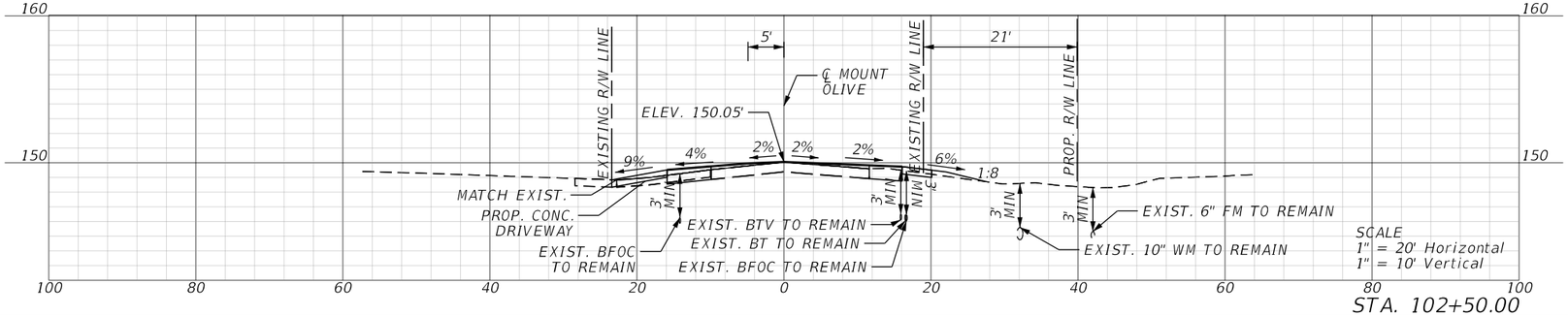
END PROJECT
STA. 104+40.00



STA. 103+50.00



STA. 103+00.00



STA. 102+50.00

REVISIONS				ENGINEER OF RECORD	POLK COUNTY ROADS AND DRAINAGE DIVISION			ROADWAY CROSS SECTIONS (2)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	PAVAN KUMAR PAIAVULA, P.E. LICENSE NUMBER: P.E. 73589 DRMP, INC. 15310 AMBERLY DRIVE, SUITE 310 TAMPA, FL 33647	ROAD NAME	COUNTY	FINANCIAL PROJECT ID		
					MT. OLIVE RD	POLK	5400244		8

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

P:\Worksets\FDOT\00000015201\Roadway\RDXSRD01 - Copy.dgn : BL - 102+00.00 [SHEET]
jegonzalez 4/16/2026 3:14:36 PM

6" SANITARY FM / TO REMAIN
POLK CITY

10" POTABLE WM / TO REMAIN
POLK CITY

6" POTABLE WM / TO REMAIN
POLK CITY

BEGIN PROJECT
STA. 100+38.92
MATCH EXIST.

STA. 604+85.34
℄ SURVEY SR 33 =
STA. 100+00.00
℄ MOUNT OLIVE

PARCEL #012030

PARCEL #012010

BFOC / TO REMAIN
UNITI FIBER

BTV / TO REMAIN
SPECTRUM

69 kV OH TRANSMISSION / TO BE REMOVED
BY OTHERS
LAKELAND ELECTRIC

AERIAL FIBER / TO BE REMOVED
BY OTHERS
WANRACK

OT / TO BE REMOVED
BY OTHERS
SPECTRUM

12 kV OH DISTRIBUTION / TO BE REMOVED
BY OTHERS
LAKELAND ELECTRIC

AERIAL FIBER / TO REMAIN
WANRACK

OT / TO REMAIN
SPECTRUM

℄ SURVEY SR 33

69 kV OH TRANSMISSION / TO REMAIN
LAKELAND ELECTRIC

SR 33
(COMMONWEALTH AVE)

604

603

605

606

100

S75°33'28"E

CURVE 33-1

12 kV OH DISTRIBUTION / TO REMAIN
LAKELAND ELECTRIC

BTV / TO REMAIN
SPECTRUM

IMPROVEMENTS FROM
FPID: 454030-1-52-01

R/W LINE

BT / TO REMAIN
FRONTIER

BFOC / TO REMAIN
UNITI FIBER

A102
N:1391458.3100
E:701911.9370

R=35.09'

CURVE 1

R=104'

PROP. R/W LINE

10" GV / TO REMAIN
LAKELAND WATER

STA. 101+05.43
39.85' RT.

PROP. UTILITY POLE
LAKELAND ELECTRIC

CROSSBOX / TO REMAIN
FRONTIER

UTILITY POLE / TO BE RELOCATED
LAKELAND ELECTRIC

10" PVC WM / TO REMAIN
LAKELAND WATER

R/W LINE

BFO / TO REMAIN
MCI

12 kV OH DISTRIBUTION / TO REMAIN
LAKELAND ELECTRIC

BFOC / TO REMAIN
FRONTIER

BT / TO REMAIN
FRONTIER

2-2" HDPE / PROP.
FRONTIER

12 kV OH DISTRIBUTION / PROP.
LAKELAND ELECTRIC

UTILITY POLE / TO BE RELOCATED
LAKELAND ELECTRIC

PROP. UTILITY POLE
LAKELAND ELECTRIC

GAS STATION

AERIAL FIBER / TO REMAIN
FRONTIER

A103
N:1391490.0520
E:702144.6370

UTILITY POLE / TO REMAIN
TECO

AERIAL FIBER / PROP
FRONTIER

AERIAL FIBER / TO BE REMOVED
FRONTIER

℄ MOUNT OLIVE

101 102 103 104

N90°00'00"E

R/W LINE

PT STA. 104+46.74

A106
N:1391416.775
E:702166.8874

10" POTABLE WM / TO REMAIN
POLK CITY

SANITARY FM / TO REMAIN
POLK CITY

STA. 103+97.22
39.53' RT.

END PROJECT
STA. 104+40.00
MATCH EXIST.

PARCEL #021030

PARCEL #000110

PARCEL #000120

PARCEL #000130

PARCEL #000990

R/W LINE

MT. OLIVE RD

PARCEL #001510

PARCEL #001530

PARCEL #000740

PARCEL #000730

PARCEL #000720

PARCEL #000750

PARCEL #021080

PARCEL #000760

0 10 50
Feet

CURVE DATA (1)
PI STA. = 100+66.77
Δ = 21°38'41" (LT)
D = 51°59'30"
T = 21.07
L = 41.63
R = 110.20
PC STA. = 100+45.70
PT STA. = 100+87.33
e = N/A

CURVE 33-1 DATA
PI STA. = 588+71.52
Δ = 58°01'03" (LT)
D = 01°00'00"
T = 3,177.10
L = 5,801.75
R = 5,729.58
PC STA. = 556+94.42
PT STA. = 614+96.17

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

PAVAN KUMAR PAIAVULA, P.E.
LICENSE NUMBER: P.E. 73589
DRMP, INC.
15310 AMBERLY DRIVE, SUITE 310
TAMPA, FL 33647

POLK COUNTY
ROADS AND DRAINAGE DIVISION

ROAD NAME	COUNTY	FINANCIAL PROJECT ID
MT. OLIVE RD	POLK	5400244

UTILITY ADJUSTMENT

SHEET NO. 9

P:\Worksets\FDOT\00000015201\Roadway\UTADRD01.dgn : BL-1 - PLAN 2 [SHEET]
jegonzalez 4/16/2026 3:43:24 PM

BEGIN SIGNING AND PAVEMENT MARKING
MEET & MATCH EXIST. PAVEMENT MARKINGS
℄ MOUNT OLIVE
STA. 100+00.00

END SIGNING AND PAVEMENT MARKING
MEET & MATCH EXIST. PAVEMENT MARKINGS
℄ MOUNT OLIVE
STA. 104+40.00

N

0 10 50
Feet

SR 33 (COMMONWEALTH AVE)

MT. OLIVE RD

R/W LINE

REMOVE CONFLICTING PAVEMENT MARKINGS
711-17-1 8 SF

STA. 604+84.18
56.28' LT.

6" WHITE
(2'-4' SKIP)

EXIST. SIGN
TO REMAIN

R 55'

6" WHITE W/ W-R
RPMS (20' C-C)

6" WHITE
(6'-10' SKIP)

6" WHITE

24" WHITE

6" YELLOW
(2'-4' SKIP)

REMOVE CONFLICTING PAVEMENT MARKINGS
711-17-1 18 SF

R 141'

12" WHITE

6" WHITE

6" DOUBLE YELLOW W/
Y-Y RPMS (40' C-C)

PAVEMENT
ARROW (TYP.)

℄ MOUNT OLIVE

20' PROP. R/W LINE

100.49' RT.

24" WHITE
PREFORMED
(TYP.)

SPEED LIMIT 45

STA. 102+52
700-1-500 1 EA

REVISIONS				ENGINEER OF RECORD	POLK COUNTY ROADS AND DRAINAGE DIVISION			SIGNING AND PAVEMENT MARKING PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BHARATHI CHIGURUPATI, P.E. LICENSE NUMBER: 84860 DRMP, INC. 15310 AMBERLY DRIVE, SUITE 310 TAMPA, FL 33647	ROAD NAME	COUNTY	FINANCIAL PROJECT ID		10
					MT. OLIVE RD	POLK	5400244		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

P:\Worksets\FDOT\00000015201\SigningAndMarking\PLANSP01.dgn : BL-1 - PLAN 2 [SHEET]
jegonzalez 4/16/2026 3:14:58 PM

GENERAL NOTES

1. MAINTAINING AGENCY FOR SIGNALS: POLK COUNTY

2. AT LEAST TWO (2) FULL BUSINESS DAYS PRIOR TO BEGINNING THE TRAFFIC SIGNAL INSTALLATION, CONTACT BARTOW OPERATIONS AT (863) 519-4117 (FRANK.RODRIGUEZ@DOT.STATE.FL.US).

3. AT LEAST TWO (2) FULL BUSINESS DAYS PRIOR TO BEGINNING THE TRAFFIC SIGNAL INSTALLATION, CONTACT THE POLK COUNTY TRAFFIC ENGINEERING SIGNAL SHOP AT (863) 535-2200.

4. WHEN CONSTRUCTION IS COMPLETE, IN ADDITION TO THE REQUIREMENT OF STANDARD SPECIFICATION 9-8, PROVIDE A SET OF "AS-BUILT" PLANS TO:

   POLK COUNTY TRAFFIC ENGINEERING
   AMY SHAFER GREGORY, P.E., TRAFFIC ENGINEER
   3000 SHEFFIELD RD.
   WINTER HAVEN, FL 33880
   EMAIL: AMYGREGORY@POLK-COUNTY.NET
   PHONE: 863-535-2200

5. AT THE COMPLETION OF THE PROJECT, PROVIDE AS-BUILT PLANS IN ELECTRONIC FORM (PDF) TO:

   FDOT TRAFFIC OPERATIONS
   NEAL TURNER, P.E., TSM&O ENGINEER - ARTERIALS
   801 N. BROADWAY AVE.
   P.O. BOX 1249
   BARTOW, FL 33830-1249
   EMAIL: NEAL.TURNER@DOT.STATE.FL.US
   PHONE: 863-519-2216

PAY ITEM NOTE

632-7-1:
VERIFY THE COLOR CODE OF SIGNAL CABLE WITH THE MAINTAINING AGENCY PRIOR TO WIRING INTERSECTION.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
BHARATHI CHIGURUPATI, P.E.
LICENSE NUMBER: 84860
DRMP, INC.
15310 AMBERLY DRIVE, SUITE 310
TAMPA, FL 33647

POLK COUNTY
ROADS AND DRAINAGE DIVISION

ROAD NAME	COUNTY	FINANCIAL PROJECT ID
MT. OLIVE RD	POLK	5400244

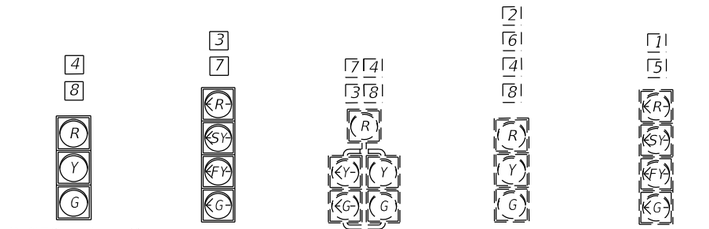
SIGNALIZATION GENERAL NOTES

SHEET NO. 11

P:\Worksets\FDOT\00000015201\Signalization\GNNTSG01.dgn : GENERALNOTES
Josh.Quinn 4/16/2026 1:55:54 PM

DETAIL OF SIGNAL HEADS

NOTE: USE FLEXIBLE BACK PLATES



3-SECT., 1-WAY
2 AS
650-1-14

4-SECT., 1-WAY
4 AS
650-1-16

5-SECT., 1-WAY
3 AS
650-1-60

EXISTING TO REMAIN

EXISTING TO REMAIN

SR 33

SIGN (C)

EXISTING TO REMAIN

← Mt Olive Rd
Business Park →

← Business Park
Mt Olive Rd →

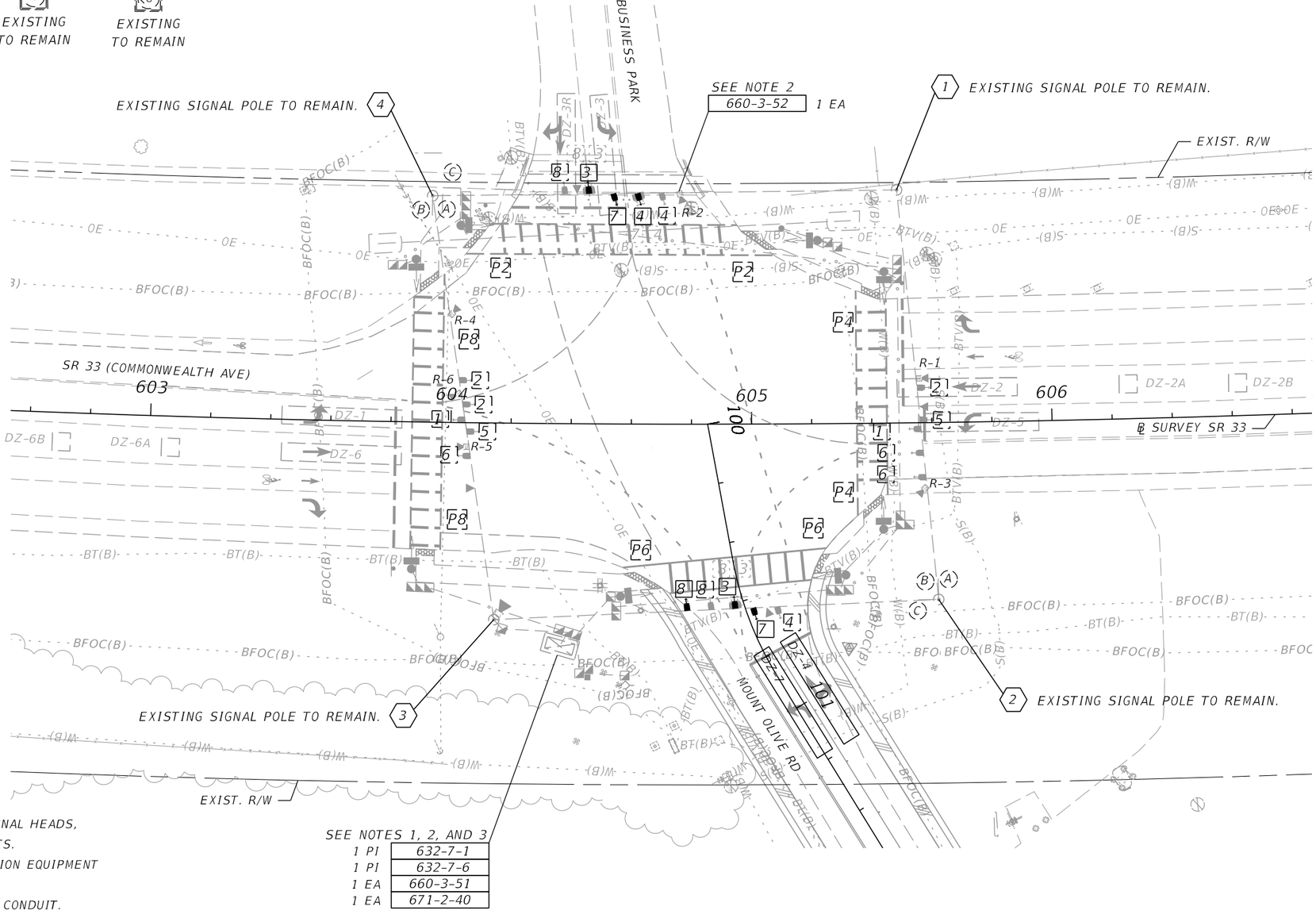
SIGN (A)+(B)

EXISTING TO REMAIN

DETAIL OF PEDESTRIAN HEADS

P2 P3 P4 P6

EXISTING TO REMAIN



NOTES:

1. MODIFY EXISTING CONTROLLER TO ACCEPT NEW SIGNAL HEADS, CONTROLLER TIMINGS, AND DETECTION ASSIGNMENTS.
2. MODIFY EXISTING CONTROLLER AND RADAR DETECTION EQUIPMENT TO ACCEPT NEW DETECTION ZONES.
3. RUN NEW SIGNAL CABLING THROUGH THE EXISTING CONDUIT.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

BHARATHI CHIGURUPATI, P.E.
LICENSE NUMBER: 84860
DRMP, INC.
15310 AMBERLY DRIVE, SUITE 310
TAMPA, FL 33647

POLK COUNTY
ROADS AND DRAINAGE DIVISION

ROAD NAME	COUNTY	FINANCIAL PROJECT ID
MT. OLIVE RD	POLK	5400244

SIGNALIZATION PLAN (1)

SHEET NO. 12

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

P:\Worksets\FDOT\0000015201\Signalization\PLANSG01.dgn : MTOLIVE_SIGNAL_01 [SHEET]
Josh.Quinn 4/16/2026 2:08:27 PM

NOTES:

1. MAJOR STREET IS SR 33 (DESIGN AND POSTED SPEED IS 60 MPH) AND MINOR STREET IS MOUNT OLIVE RD (DESIGN AND POSTED SPEED IS 45 MPH) AND B BUSINESS PARK (20 MPH).

2. FLASHING OPERATION: YELLOW INDICATION ON SR 33 (MOVEMENT 2 AND 6), RED INDICATION ON SR 33 (MOVEMENT 1 AND 5), RED INDICATION ON MOUNT OLIVE RD (MOVEMENT 4 AND 7) AND BUSINESS PARK (MOVEMENT 3 AND 8).

3. REQUEST UPDATED SIGNAL TIMINGS FROM FDOT TSM&O ENGINEER – ARTERIALS (863-519-2216) WHEN ALL LANES, STRIPING, SIGNALS AND PEDESTRIAN FACILITIES ARE IN THEIR FINAL CONFIGURATION AND THE SIGNAL IS OPERATING AS DESIGNED. PROVIDE FDOT WITH ALL "AS-BUILT" INFORMATION NECESSARY TO DEVELOP THE BASIC SIGNAL TIMING PARAMETERS AND ALLOW THREE (3) WEEKS FOLLOWING THE REQUEST FOR FDOT TO DEVELOP THE UPDATED TIMINGS. PROGRAM THE CONTROLLER PER THE TIMINGS PROVIDED BY FDOT.

4. MICROWAVE DETECTION ZONES AT STOP BAR TO BE 6' X 40' AND 2' IN FRONT OF STOP BAR.

MICROWAVE VEHICLE DETECTION ASSIGNMENTS

DETECTOR	DETECTION ZONE	CONNECT TO MOVEMENT	DELAY TIME (SEC)
R-1	DZ-2A	EXISTING TO REMAIN.	
	DZ-2B	EXISTING TO REMAIN.	
R-2	DZ-2	EXISTING TO REMAIN.	
	DZ-5	EXISTING TO REMAIN.	
R-3	DZ-4	4	8
	DZ-7	7	3
R-4	DZ-3	3	3
	DZ-3R	8	8
R-5	DZ-6A	EXISTING TO REMAIN.	
	DZ-6B	EXISTING TO REMAIN.	
R-6	DZ-1	EXISTING TO REMAIN.	
	DZ-6	EXISTING TO REMAIN.	

CONTROLLER TIMINGS

	Movement # (Controller Phase Ø)	1	2	3	4	5	6	7	8
TIMING FUNCTION	DIRECTION	NBL	SB	EBL	WB	SBL	NB	WBL	EB
	TURN TYPE*	P/P		P/P		P/P		P/P	
	MINIMUM GREEN	5	15	5	10	5	15	5	7
	EXTENSION	3	2.6	3	3	3	2.6	3	3
	YELLOW	5.9	5.9	4.8	4.8	5.9	5.9	4.8	4.8
	ALL RED	3.1	3.1	3.2	3.2	3.1	3.1	3.2	3.2
	MAX I	20	60	20	40	20	60	20	40
	MAX II								
	MAX LIMIT								
	ADJUST BY								
	WALK		7		7		7		7
	FLASHING DON'T WALK		27		20		16		26
	DETECTOR MEMORY		OFF		OFF		OFF		OFF
	DET. CROSS SWITCH.	YES		YES		YES		YES	
	DUAL ENTRY		ON		ON		ON		ON
	RECALL		MIN				MIN		

1) TIMINGS ARE INITAL AND MAY REQUIRE FIELD ADJUSTING AS DIRECTED BY PROJECT ENGINEER.
2) PROGRAM A START-UP DELAY OF 2 SECONDS FOR THE FLASHING YELLOW ARROW ON MOVEMENTS 1, 3, 5 AND 7 (RELATIVE TO THE OPPOSING THROUGH MOVEMENTS).
3) PROGRAM PHASE RESTRICTIONS TO OMIT MOVEMENT 1 AND REDIRECT CALLS FROM MOVEMENT 1 TO MOVEMENT 6, WHEN MOVEMENT 2 IS GREEN AND TO OMIT MOVEMENT 5 AND REDIRECT CALLS FROM MOVEMENT 5 TO MOVEMENT 2, WHEN MOVEMENT 6 IS GREEN.

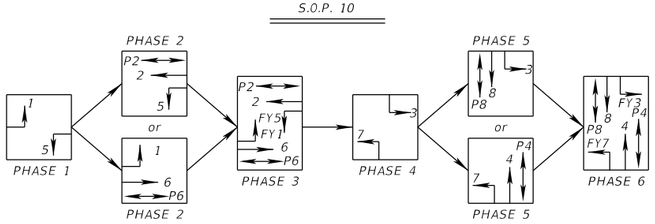
*P/P=PERMISSIVE/PROTECTED

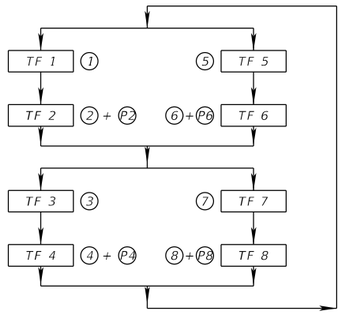
PRE-EMPTION TIMINGS

PREEMPTION TIMING PLAN	3 (NB)	4 (SB)	5 (EB)	6 (WB)
PRIORITY	6	6	6	6
DELAY BEFORE PREEMPTION (SEC)	0	0	0	0
MINIMUM GREEN BEFORE PRE-EMPTION	*	*	*	*
LOCK CALL	OFF	OFF	OFF	OFF
MAXIMUM PRESENCE (SEC)	140	140	140	140
YELLOW CLEARANCE	**	**	**	**
ALL RED CLEARANCE	**	**	**	**
DWELL PHASE	1&6	2&5	3&8	4&7
MINIMUM DWELL	15	15	7	10
YELLOW CLEARANCE	**	**	**	**
ALL RED CLEARANCE	**	**	**	**
EXIT PHASES	2&6	2&6	2&6	2&6

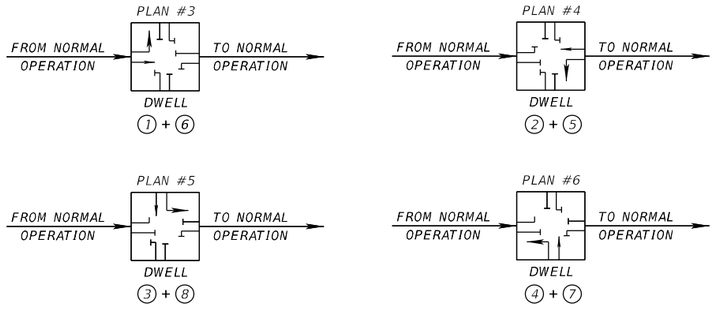
1) * ENTRY INTO PREEMPTION SHALL NOT VIOLATE MINIMUM GREEN OR PEDESTRIAN CLEARANCE INTERVALS.
2) ** YELLOW AND ALL RED INTERVALS DURING PREEMPTION SHALL BE THE SAME VALUES USED DURING NORMAL CONTROLLER OPERATIONS.
3) CONTROLLER BRAND: (FIELD VERIFY)
4) ENSURE PREEMPTION CLEARS THROUGH ALL RED BEFORE ACTIVATING IN ORDER TO PREVENT YELLOW TRAP
5) FOR PREEMPTION TIMING PLANS 3, 4, 5, AND 6, THE OPPOSING LEFT TURN MOVEMENT SHALL FLASH YELLOW ARROWS DURING THE DWELL PHASE.

S.O.P. 10





SPECIAL P.O.P.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

BHARATHI CHIGURUPATI, P.E.
LICENSE NUMBER: 84860
DRMP, INC.
15310 AMBERLY DRIVE, SUITE 310
TAMPA, FL 33647

POLK COUNTY
ROADS AND DRAINAGE DIVISION

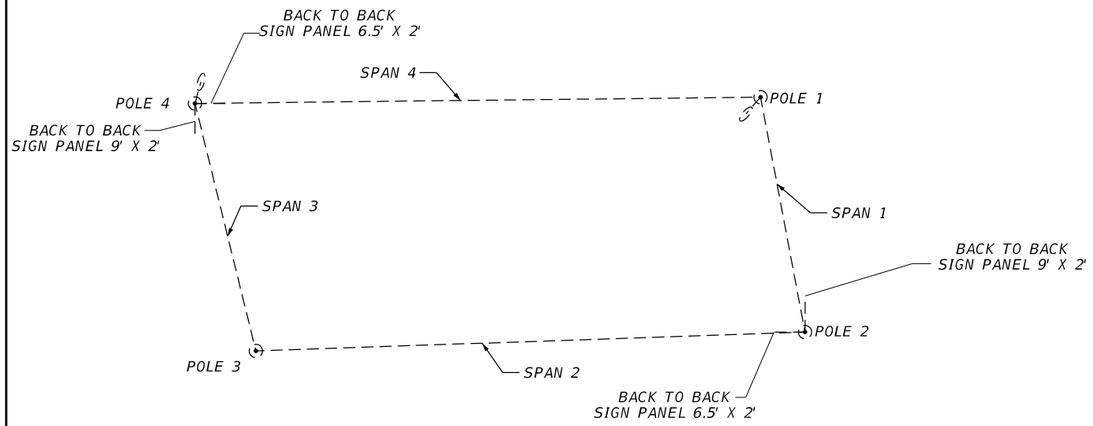
ROAD NAME	COUNTY	FINANCIAL PROJECT ID
MT. OLIVE RD	POLK	5400244

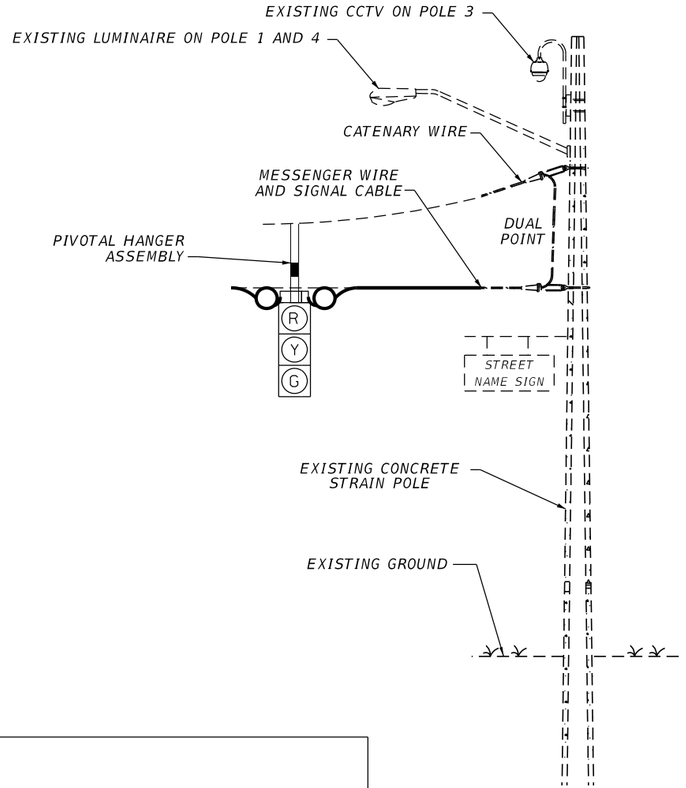
SIGNALIZATION PLAN (2)

SHEET NO. 13

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

P:\Worksets\FDOT\00000015201\Signalization\PLANSG01.dgn : MTOLIVE_SIGNAL_02 [SHEET]
Josh.Quinn 4/16/2026 2:24:37 PM





NOTE: 1. ALL SIGNALS WILL HAVE FLEXIBLE BACKPLATES.
2. STRUCTURAL CALCULATIONS WERE PERFORMED UNDER FPID 454030-1-52-01 SIGNALIZATION PLANS.

SHEET NO.	POLE NO.	CRITICAL ROAD ELEV.	GROUND ELEV. AT POLE	SPAN	SPAN LENGTH	BACK PLATES (Y/N)	SIGNAL DATA — DISTANCE FROM POLE / NUMBER OF SECTIONS																	
							DIST.	SEC.	DIST.	SEC.	DIST.	SEC.	DIST.	SEC.	DIST.	SEC.	DIST.	SEC.	DIST.	SEC.	DIST.	SEC.	DIST.	SEC.
12	1	EXIST.	EXIST.	1	EXIST.	Y	EXISTING TO REMAIN.																	
	2		EXIST.																					
	2	EXIST.	EXIST.	2	EXIST.	Y	53.8'	3	57.3'	EVD	61.8'	4	67.7'	4	75.7'	3	83.7'	3						
	3		EXIST.																					
	3	EXIST.	EXIST.	3	EXIST.	Y	EXISTING TO REMAIN.																	
	4		EXIST.																					
	4	EXIST.	EXIST.	4	EXIST.	Y	44.1'	3	48.1'	EVD	52.1'	4	60.1'	4	68.1'	3	76.1'	3	82.1'	MVD				
	1		EXIST.																					

EVD = EMERGENCY VEHICLE DETECTION
MVD = MICROWAVE VEHICLE DETECTION

REVISIONS				ENGINEER OF RECORD	POLK COUNTY ROADS AND DRAINAGE DIVISION			CONCRETE STRAIN POLE TABULATION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BHARATHI CHIGURUPATI, P.E. LICENSE NUMBER: 84860 DRMP, INC. 15310 AMBERLY DRIVE, SUITE 310 TAMPA, FL 33647	ROAD NAME	COUNTY	FINANCIAL PROJECT ID		14
					MT. OLIVE RD	POLK	5400244		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

TEMPORARY TRAFFIC CONTROL NOTES:

1. LANE CLOSURE RESTRICTIONS ARE AS FOLLOWS:

   A LANE MAY BE CLOSED FROM 6:00 AM TO 8:00 PM WITH A FLAGGER OPERATION.

   NO LANE CLOSURES PERMITTED DURING INACTIVE WORK PERIODS.

2. ALL OVERHEAD WORK ASSOCIATED WITH SIGNALIZATION IMPROVEMENTS IS ONLY PERMITTED FROM 8:00 PM TO 6:00 AM.

3. THE CURRENT POSTED SPEED LIMITS SHALL BE MAINTAINED. THE POSTED SPEED LIMIT ON SR 33 IS 60 MPH AND THE POSTED SPEED LIMIT ON MOUNT OLIVE RD IS 45 MPH (EAST OF INTERSECTION).

4. PLACE PORTABLE CHANGEABLE MESSAGE SIGNS AS SHOWN BELOW.

ROAD WORK	ROAD WORK AHEAD	FLAGGER AHEAD	NEW SIGNAL XX/XX
BEGINS MM/DD	USE CAUTION	PREPARE TO STOP	PREPARE TO STOP
PCMS # 1 & 2	PCMS # 3 & 4	PCMS # 5 & 6	PCMS # 7 & 8

NOTE:
PCMS # 1 & 2 TO BE USED 14 DAYS PRIOR TO BEGINNING OF CONSTRUCTION AT EACH END OF THE PROJECT.
PCMS # 3 & 4 TO BE USED DURING CONSTRUCTION.
PCMS # 5 & 6 TO BE USED DURING FLAGGER OPERATIONS.
PCMS # 7 & 8 TO BE USED 14 DAYS PRIOR AND 7 DAYS AFTER PLACING SIGNAL INTO OPERATION.

TEMPORARY TRAFFIC CONTROL PHASING NOTES:

PHASE 1A

1. INSTALL ADVANCE WARNING SIGNS FOR DURATION OF PROJECT.
2. INSTALL ALL EROSION CONTROL ITEMS.
3. UTILIZE STANDARD PLANS INDEXES 102-600, 102-601, 102-602, 102-603 AND 102-604. USE INDEX 102-660 FOR PEDESTRIAN DETOURS IF NEEDED. USE INDEX 102-661 FOR BICYCLE FACILITY DETOURS IF NEEDED.
4. SET UP TRAFFIC CONTROL DEVICES TO MAINTAIN TRAFFIC
5. CONSTRUCT 6-FT WIDE TEMPORARY PAVEMENT ALONG NORTH SIDE OF ROADWAY FROM STA. 100+80.00 LT TO THE WEST SIDE OF EXISTING GAS STATION DRIVEWAY.
6. CONSTRUCT 6-FT WIDE TEMPORARY PAVEMENT ALONG NORTH SIDE OF ROADWAY FROM EAST SIDE OF THE EXISTING GAS STATION DRIVEWAY TO STATION 104+40.00.

PHASE 1B

1. MILL AND RESURFACE EXISTING EB TRAVEL LANE FROM INTERSECTION WITH COMMONWEALTH AVE TO STA. 104+40.00 INCLUDING REMOVAL OF EXISTING DOUBLE YELLOW CENTERLINE STRIPING. THIS WILL INCLUDE CONSTRUCTION OF OVERBUILD PAVEMENT FOR CROSS SLOPE CORRECTION BUT DELAY FRICTION COURSE FC-12.5 UNTIL PHASE 3
2. PROVIDE TEMPORARY STRIPING TO SHIFT TWO-LANE TWO-WAY TRAFFIC 5-FT NORTH. THE WB TRAFFIC WILL BE ON THE NEW TEMPORARY PAVEMENT AND THE GAS STATION DRIVEWAY ALONG THE NORTH SIDE.

PHASE 1C

1. CONSTRUCT PAVEMENT WIDENING ADJACENT TO EB TRAVEL LANE. DELAY CONSTRUCTION OF FRICTION COURSE UNTIL PHASE 3

PHASE 2A

1. CHANGE TEMPORARY STRIPING TO SHIFT TWO-LANE TWO-WAY TRAFFICE TO THE SOUTH. THE EB TRAFFIC WILL BE ON THE NEW PAVEMENT WIDENING ALONG SOUTH SIDE OF THE ROAD.
2. MILL AND RESURFACE EXISTING WB TRAVEL LANE FROM INTERSECTION WITH COMMONWEALTH AVE TO STA. 104+40.00. THIS WILL INCLUDE OVERBUILD PAVEMENT FOR CROSS SLOPE CORRECTION, BUT DELAY FRICTION COURSE PAVEMENT UNTIL PHASE 3. AFTER COMPLETING ASPHALT RESURFACING IF THE DROP OFF BETWEEN CONCRETE DRIVEWAY AND COMPLETED ASPHALT SURFACE IS GREATER THAN 1 1/2" THEN CONSTRUCT A 1:4 ASPHALT WEDGE TO ELIMINATE DROP OFF.

PHASE 2B

1. STAGE CONSTRUCT PAVEMENT WIDENING ALONG NORTH SIDE OF ROAD TO MAINTAIN ACCESS TO GAS STATION DRIVEWAY. CONSTRUCT PAVEMENT WIDENING FROM STA. 100+59.00 TO STA. 102+40.00 WHILE MAINTAINING ACCESS ALONG EAST SIDE OF GAS STATION DRIVEWAY. THIS WILL INCLUDE NEW CONCRETE DRIVEWAY WITHIN THESE LIMITS.
2. CONSTRUCT PAVEMENT WIDENING FROM STA. 102+40.00 TO STA. 104+40.00 WHILE MAINTAINING ACCESS ALONG WEST SIDE OF GAS STATION DRIVEWAY. THIS WILL INCLUDE NEW CONCRETE DRIVEWAY WITHIN THESE LIMITS.

PHASE 3

1. COMPLETE CONSTRUCTION OF FRICTION COURSE FC-12.5.
2. INSTALL TEMPORARY PAINTED PAVEMENT MARKINGS FOR FINAL LANE CONFIGURATION.
3. COMPLETE SIDEWALK CONSTRUCTION.
4. COMPLETE TRAFFIC SIGNAL CONSTRUCTION.
5. COMPLETE ROADSIDE GRADING AND SOD.
6. COMPLETE FINAL THERMOPLASTIC PAVEMENT MARKINGS AFTER ASPHALT CURING TIME IS COMPLETE.

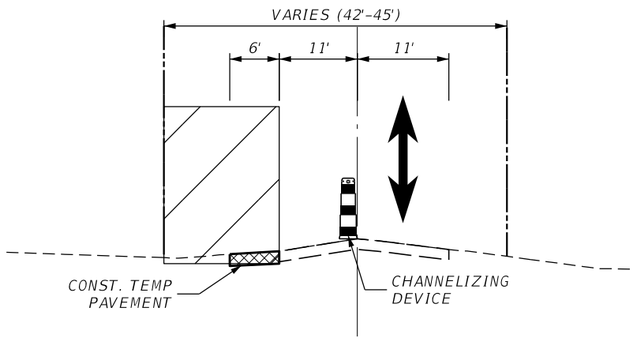
GENERAL NOTES / PHASING NOTES

REVISIONS				ENGINEER OF RECORD	POLK COUNTY ROADS AND DRAINAGE DIVISION			TEMPORARY TRAFFIC CONTROL PLAN (1)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	PAVAN KUMAR PAIAVULA, P.E. LICENSE NUMBER: P.E. 73589 DRMP, INC. 15310 AMBERLY DRIVE, SUITE 310 TAMPA, FL 33647	ROAD NAME	COUNTY	FINANCIAL PROJECT ID		15
					MT. OLIVE RD	POLK	5400244		

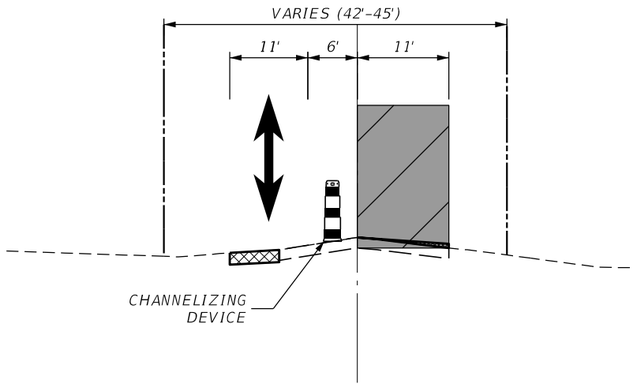
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

4/16/2026 3:15:02 PM jegonzalez
P:\Worksets\FDOT\0000001520\Roadway\TCP\TCGNRD01.dgn

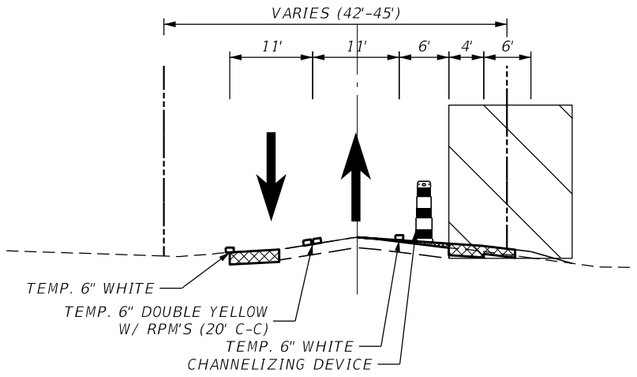
PHASE 1A - TYPICAL SECTION (MAINTAIN 1-LANE 2-WAY TRAFFIC)



PHASE 1B - TYPICAL SECTION (MAINTAIN 1-LANE 2-WAY TRAFFIC)



PHASE 1C - TYPICAL SECTION (MAINTAIN 2-LANE 2-WAY TRAFFIC)

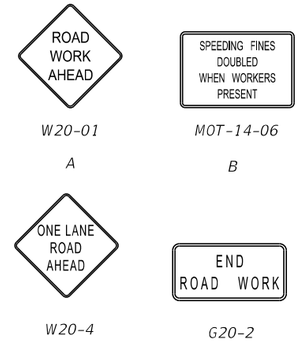


LEGEND

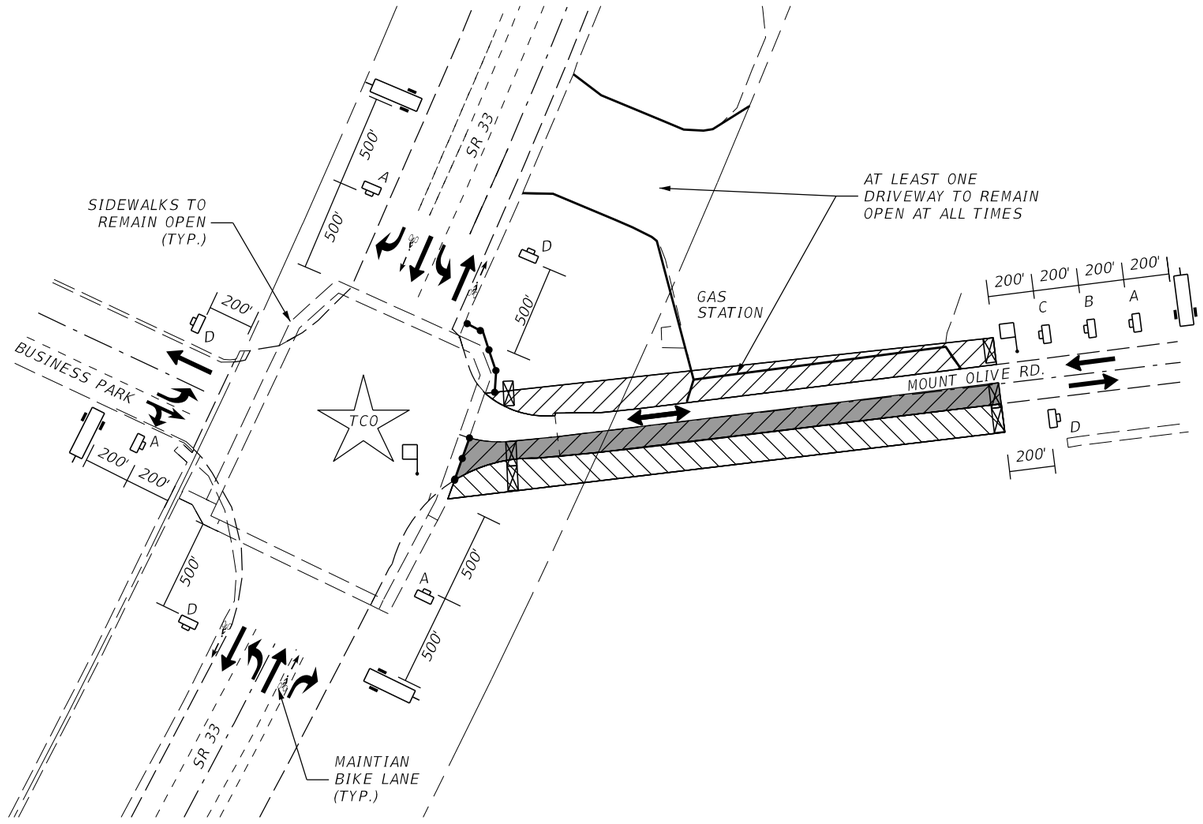
- LANE IDENTIFICATION AND DIRECTION OF TRAFFIC
- WORK ZONE SIGN
- PORTABLE CHANGEABLE (VARIABLE) MESSAGE SIGN (PCMS)
- PHASE 1A
- PHASE 1B
- PHASE 1C
- FLAGGER
- TRAFFIC CONTROL OFFICER (APPLICABLE WHEN THE SIGNAL IS NOT OPERATIONAL)
- LONGITUDINAL CHANNELIZING DEVICE (LCD)
- TYPE III BARRICADE

ADVANCE WARNING SIGNAGE

N.T.S.



N.T.S.



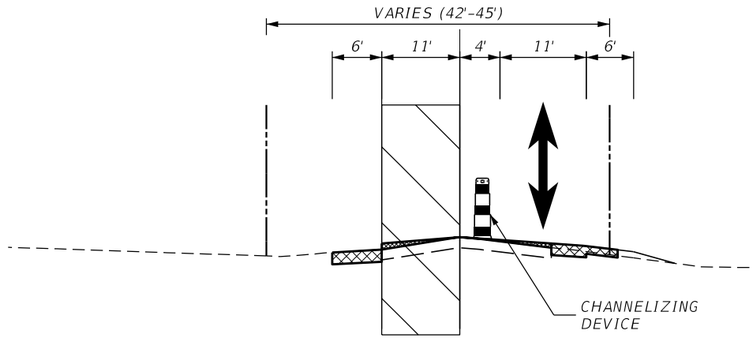
PHASE 1A & PHASE 1B & PHASE 1C

REVISIONS				ENGINEER OF RECORD	POLK COUNTY ROADS AND DRAINAGE DIVISION			TEMPORARY TRAFFIC CONTROL PLAN (2)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	PAVAN KUMAR PAIAVULA, P.E. LICENSE NUMBER: P.E. 73589 DRMP, INC. 15310 AMBERLY DRIVE, SUITE 310 TAMPA, FL 33647	ROAD NAME	COUNTY	FINANCIAL PROJECT ID		16
					MT. OLIVE RD	POLK	5400244		

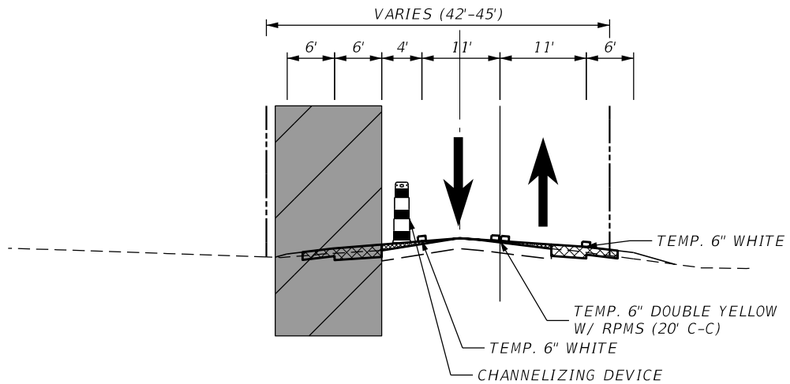
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

4/16/2026 3:15:10 PM jegonzalez
P:\Worksets\FDOT\00000015.201\Roadway\TCP\TCGNRD02.dgn

PHASE 2A - TYPICAL SECTION (MAINTAIN 1-LANE 2-WAY TRAFFIC)



PHASE 2B - TYPICAL SECTION (MAINTAIN 2-LANE 2-WAY TRAFFIC)

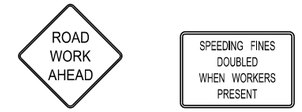


LEGEND

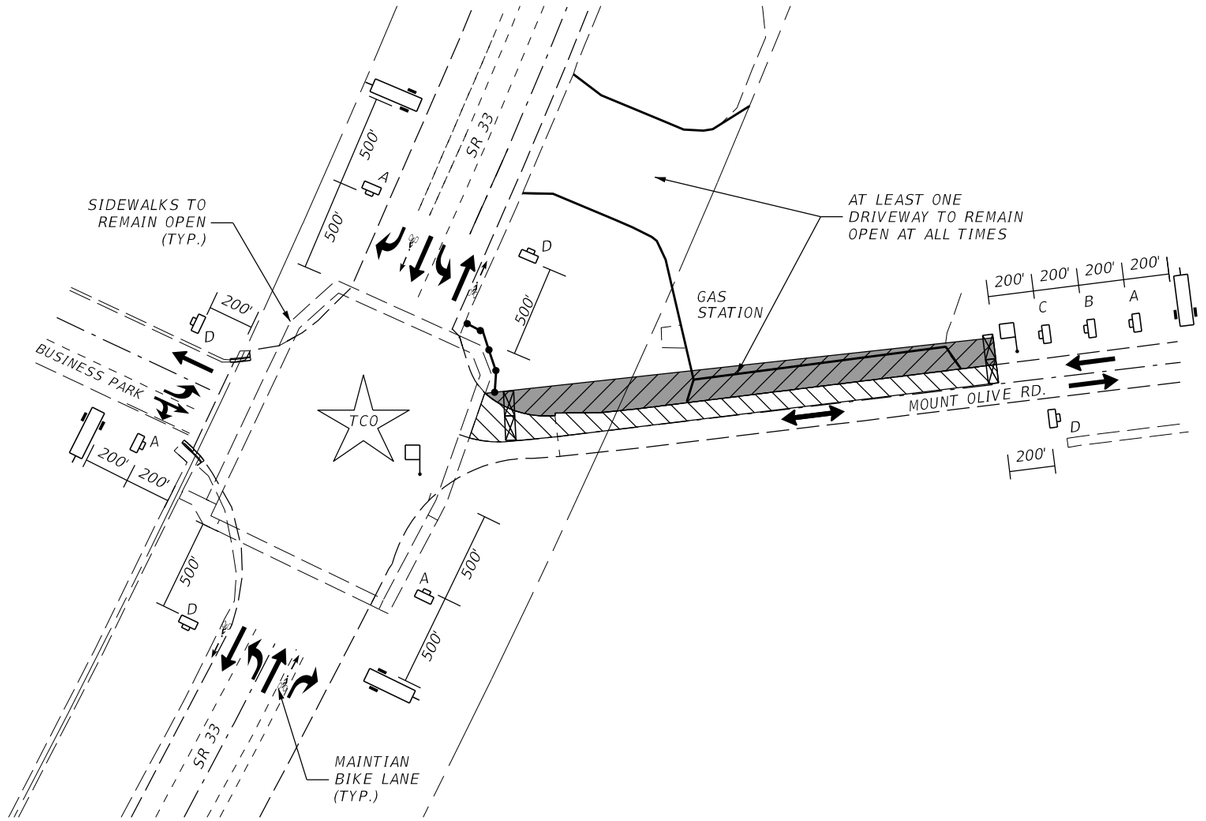
- LANE IDENTIFICATION AND DIRECTION OF TRAFFIC
- WORK ZONE SIGN
- PORTABLE CHANGEABLE (VARIABLE) MESSAGE SIGN (PCMS)
- PHASE 2A
- PHASE 2B
- FLAGGER
- TRAFFIC CONTROL OFFICER (APPLICABLE WHEN THE SIGNAL IS NOT OPERATIONAL)
- LONGITUDINAL CHANNELIZING DEVICE (LCD)
- TYPE III BARRICADE

ADVANCE WARNING SIGNAGE

N.T.S.



N.T.S.

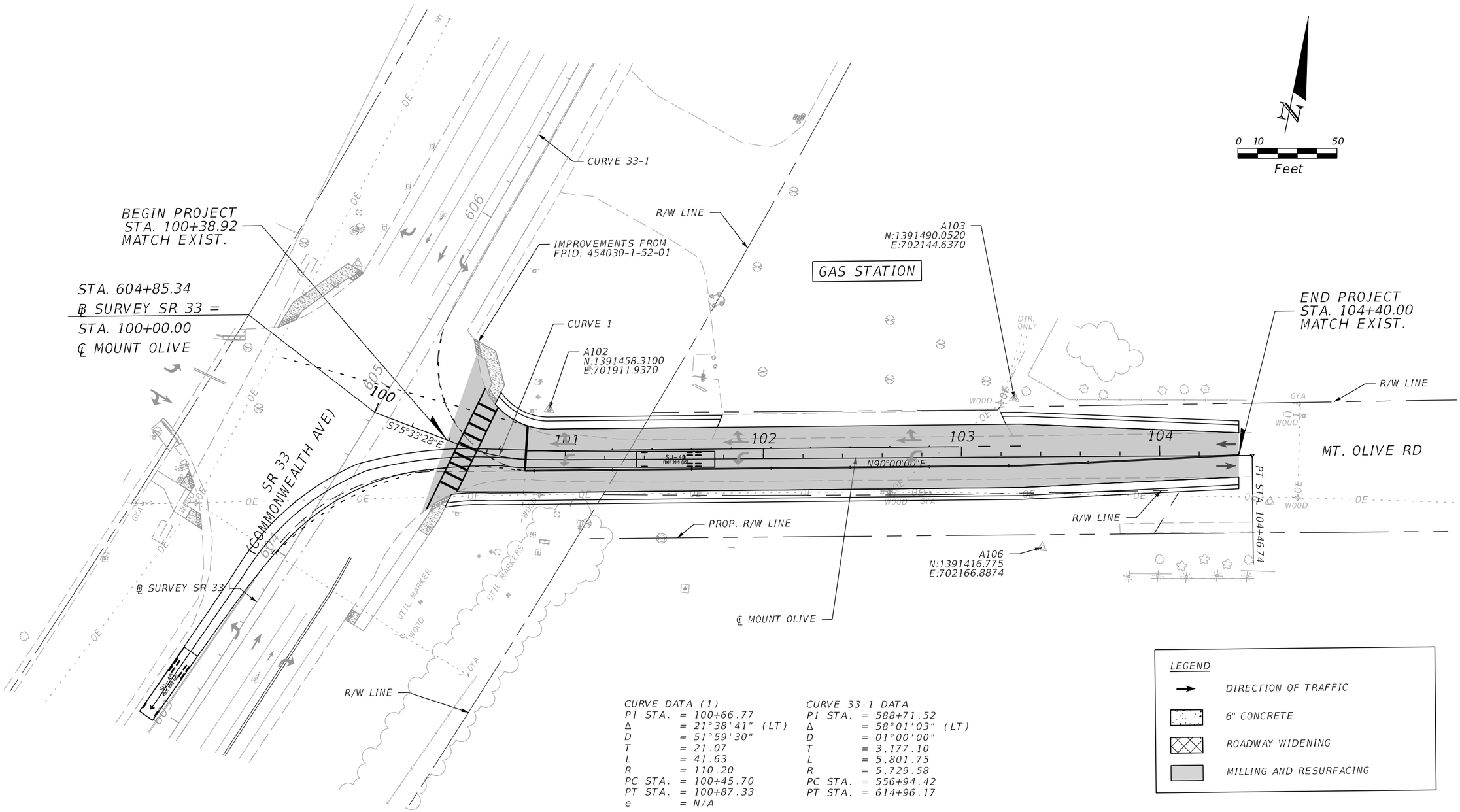


PHASE 2A & PHASE 2B

REVISIONS				ENGINEER OF RECORD	POLK COUNTY ROADS AND DRAINAGE DIVISION			TEMPORARY TRAFFIC CONTROL PLAN (3)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	PAVAN KUMAR PAIAVULA, P.E. LICENSE NUMBER: P.E. 73589 DRMP, INC. 15310 AMBERLY DRIVE, SUITE 310 TAMPA, FL 33647	ROAD NAME	COUNTY	FINANCIAL PROJECT ID		17
					MT. OLIVE RD	POLK	5400244		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

4/16/2026 3:15:11 PM jegonzalez
P:\Worksets\FDOT\0000001520\Roadway\TCP\TCGNRD02.dgn



CURVE DATA (1)
PI STA. = 100+66.77
Δ = 21°38'41" (LT)
D = 51°59'30"
T = 21.07
L = 41.63
R = 110.20
PC STA. = 100+45.70
PT STA. = 100+87.33
e = N/A

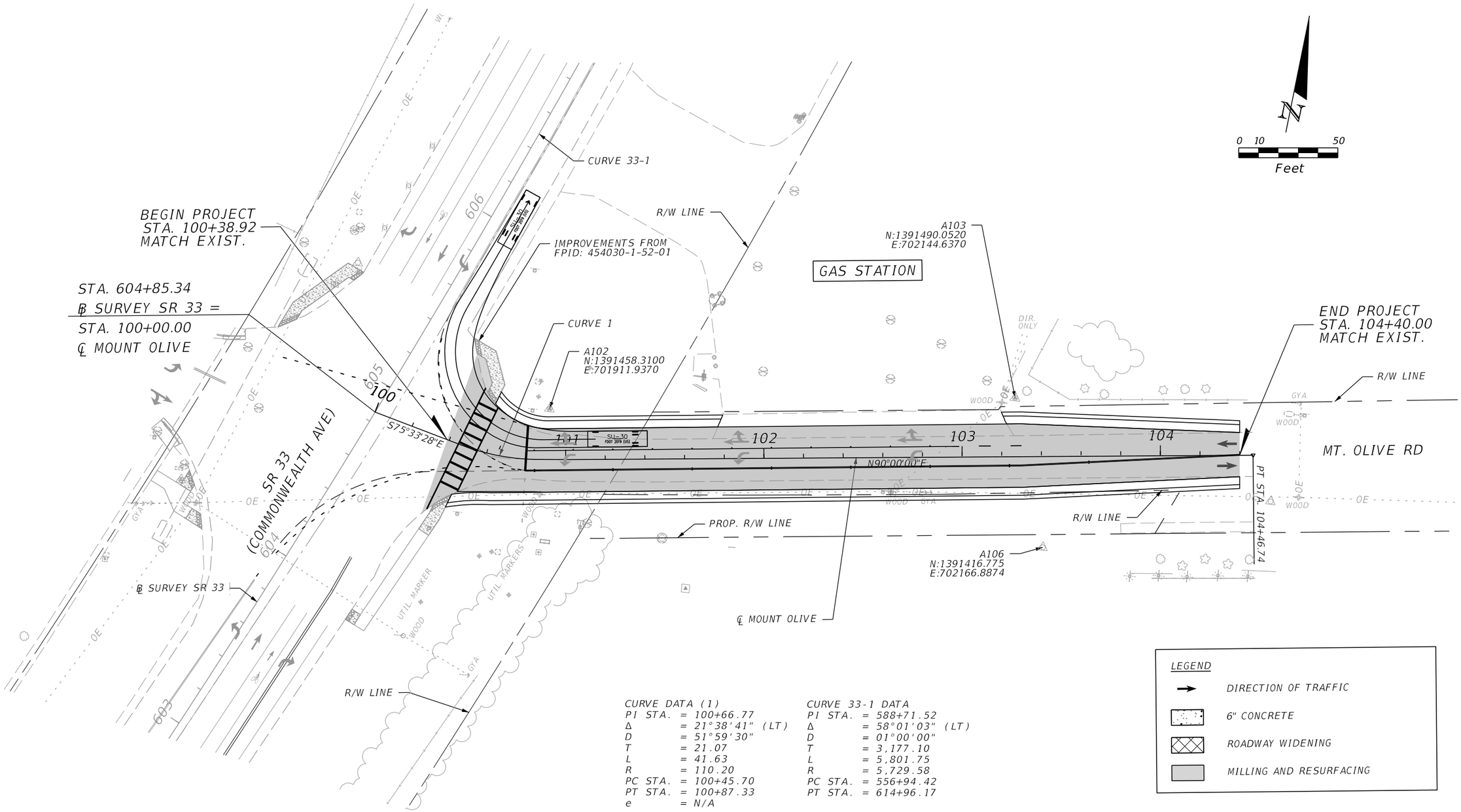
CURVE 33-1 DATA
PI STA. = 588+71.52
Δ = 58°01'03" (LT)
D = 01°00'00"
T = 3,177.10
L = 5,801.75
R = 5,729.58
PC STA. = 556+94.42
PT STA. = 614+96.17

LEGEND
- DIRECTION OF TRAFFIC
- 6" CONCRETE
- ROADWAY WIDENING
- MILLING AND RESURFACING

REVISIONS				ENGINEER OF RECORD	POLK COUNTY ROADS AND DRAINAGE DIVISION			AUTOTURN EXHIBIT WESTBOUND TURNING LEFT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	PAVAN KUMAR PAIAVULA, P.E. LICENSE NUMBER: P.E. 73589 DRMP, INC. 15310 AMBERLY DRIVE, SUITE 310 TAMPA, FL 33647	ROAD NAME	COUNTY	FINANCIAL PROJECT ID		18A
					MT. OLIVE RD	POLK	5400244		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

P:\Worksets\FDOT\00000015201\Roadway\PLANRD01 - AutoTurn.dgn : [WB] LT [SHEET]
jegonzalez 4/16/2026 3:15:20 PM



CURVE DATA (1)
PI STA. = 100+66.77
Δ = 21°38'41" (LT)
D = 51°59'30"
T = 21.07
L = 41.63
R = 110.20
PC STA. = 100+45.70
PT STA. = 100+87.33
e = N/A

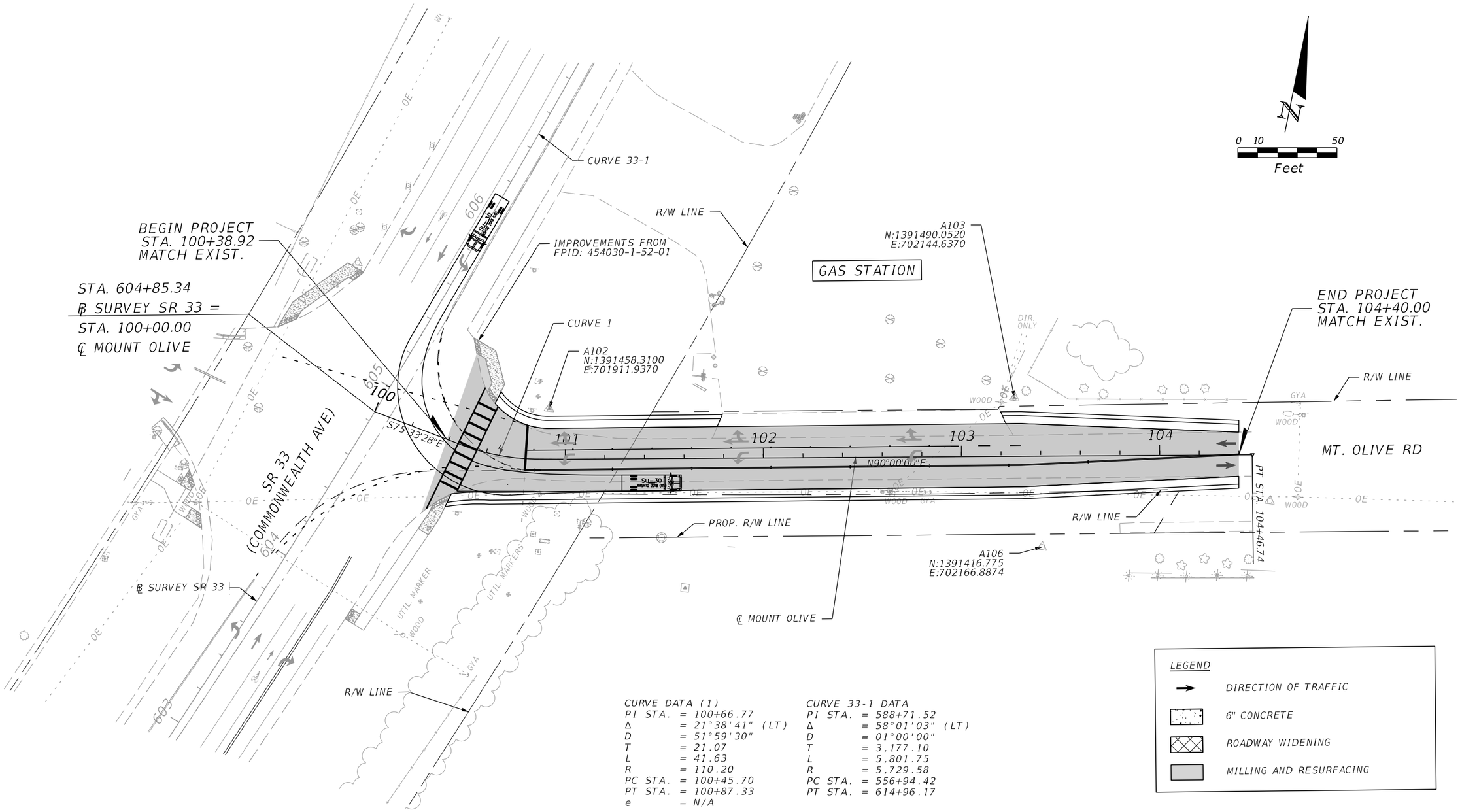
CURVE 33-1 DATA
PI STA. = 588+71.52
Δ = 58°01'03" (LT)
D = 01°00'00"
T = 3,177.10
L = 5,801.75
R = 5,729.58
PC STA. = 556+94.42
PT STA. = 614+96.17

LEGEND
- DIRECTION OF TRAFFIC
- 6" CONCRETE
- ROADWAY WIDENING
- MILLING AND RESURFACING

REVISIONS				ENGINEER OF RECORD	POLK COUNTY ROADS AND DRAINAGE DIVISION			AUTOTURN EXHIBIT WESTBOUND TURNING RIGHT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	PAVAN KUMAR PAIAVULA, P.E. LICENSE NUMBER: P.E. 73589 DRMP, INC. 15310 AMBERLY DRIVE, SUITE 310 TAMPA, FL 33647	ROAD NAME	COUNTY	FINANCIAL PROJECT ID		18B
					MT. OLIVE RD	POLK	5400244		

P:\Worksets\FDOT\00000015201\Roadway\PLANRD01 - AutoTurn.dgn : [WB] RT [SHEET]
jegonzalez 4/16/2026 3:15:21 PM

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



CURVE DATA (1)
PI STA. = 100+66.77
Δ = 21°38'41" (LT)
D = 51°59'30"
T = 21.07
L = 41.63
R = 110.20
PC STA. = 100+45.70
PT STA. = 100+87.33
e = N/A

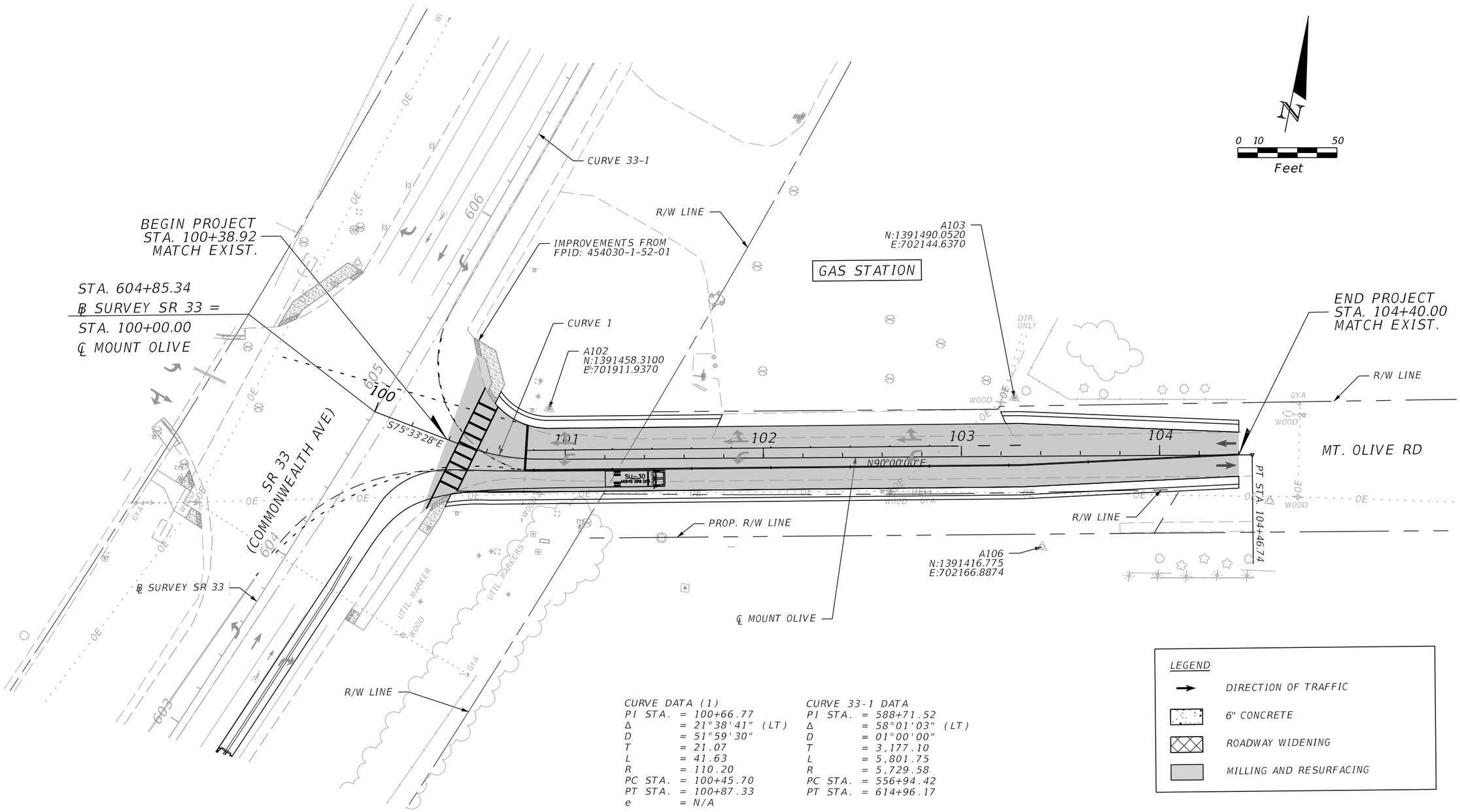
CURVE 33-1 DATA
PI STA. = 588+71.52
Δ = 58°01'03" (LT)
D = 01°00'00"
T = 3,177.10
L = 5,801.75
R = 5,729.58
PC STA. = 556+94.42
PT STA. = 614+96.17

LEGEND
- DIRECTION OF TRAFFIC
- 6" CONCRETE
- ROADWAY WIDENING
- MILLING AND RESURFACING

REVISIONS				ENGINEER OF RECORD	POLK COUNTY ROADS AND DRAINAGE DIVISION			AUTOTURN EXHIBIT SOUTHBOUND TURNING LEFT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	PAVAN KUMAR PAIAVULA, P.E. LICENSE NUMBER: P.E. 73589 DRMP, INC. 15310 AMBERLY DRIVE, SUITE 310 TAMPA, FL 33647	ROAD NAME	COUNTY	FINANCIAL PROJECT ID		18C
					MT. OLIVE RD	POLK	5400244		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

P:\Worksets\FDOT\00000015201\Roadway\PLANRD01 - AutoTurn.dgn : [SB] LT [SHEET]
jegonzalez 4/16/2026 3:15:23 PM



CURVE DATA (1)
PI STA. = 100+66.77
Δ = 21°38'41" (LT)
D = 51°59'30"
T = 21.07
L = 41.63
R = 110.20
PC STA. = 100+45.70
PT STA. = 100+87.33
e = N/A

CURVE 33-1 DATA
PI STA. = 588+71.52
Δ = 58°01'03" (LT)
D = 01°00'00"
T = 3,177.10
L = 5,801.75
R = 5,729.58
PC STA. = 556+94.42
PT STA. = 614+96.17

LEGEND
- DIRECTION OF TRAFFIC
- 6" CONCRETE
- ROADWAY WIDENING
- MILLING AND RESURFACING

REVISIONS				ENGINEER OF RECORD	POLK COUNTY ROADS AND DRAINAGE DIVISION			AUTOTURN EXHIBIT NORTHBOUND TURNING RIGHT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	PAVAN KUMAR PAIAVULA, P.E. LICENSE NUMBER: P.E. 73589 DRMP, INC. 15310 AMBERLY DRIVE, SUITE 310 TAMPA, FL 33647	ROAD NAME	COUNTY	FINANCIAL PROJECT ID		18D
					MT. OLIVE RD	POLK	5400244		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

P:\Worksets\FDOT\00000015201\Roadway\PLANRD01 - AutoTurn.dgn : [NB] RT [SHEET]
jegonzalez 4/16/2026 3:15:24 PM

Florida Department of Transportation

RON DESANTIS
GOVERNOR

801 North Broadway Avenue
Bartow, FL 33830

JARED W. PERDUE, P.E.
SECRETARY

DELEGATION OF AUTHORITY

I, James M. Driggers, Jr., P.E., Interim District Secretary of the Florida Department of Transportation, do this date, hereby delegate to Jonathan M. Sands, P.E., District Maintenance Engineer, the authority to sign his name, on my behalf ("for District Secretary or Designee"), for all Maintenance Agreements, Construction Agreements, Community Aesthetic Agreements and Permit Notice of Violations. This delegation supersedes prior delegations and shall remain in full force and effect until such time as it is revoked or superseded in writing by me or my successors.

James M. Driggers, Jr., P.E.
Interim District Secretary

ATTEST: Geraldyne M. Williams Date 2/3/26

COUNTY OF POLK, STATE OF FLORIDA

RESOLUTION NO. _____

Construction Agreement: for the SR 33 @ Mount Olive Road Intersection Improvement Project.

A RESOLUTION OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE EXECUTION OF THAT CERTAIN CONSTRUCTION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Polk County Board of County Commissioners have the authority to enter into a Construction 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 Construction Agreement for the SR 33 @ Mount Olive Road Intersection Improvement Project is approved; and

2. The Chairperson of the Board of County Commissioners, or in his/her absence the Vice Chairperson, is hereby authorized to act as Construction Coordinator and to execute the Construction Agreement.

DULY ADOPTED this 2nd day of June, 2026.

ATTEST:
STACY BUTTERFIELD, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By: _____
Chairman

Date: _____

Reviewed as to form and legality:

By: _____
County Attorney's Office Date

Gable, Doug

From: Bryan, Heather
Sent: Tuesday, May 5, 2026 11:39 AM
To: Gable, Doug
Subject: RE: 2025-C-190-00005 Mount Olive rd. @ SR33 intersection improvements

Approved.

Heather Bryan
Assistant County Attorney
Polk County Attorney's Office
P.O. Box 9005, Drawer AT01
Bartow, FL 33831
Tel: (863)534-6746
Fax: (863)534-7654

From: Gable, Doug <DougGable@polkfl.gov>
Sent: Monday, May 4, 2026 10:43 AM
To: Bryan, Heather <heatherbryan@polkfl.gov>
Subject: FW: 2025-C-190-00005 Mount Olive rd. @ SR33 intersection improvements

Hi Heather,

Can you review this agreement? Thanks.

Doug Gable, PE
Project Management Manager
Polk County Roads & Drainage
863-535-2285

From: Carroll, Dennis <Dennis.Carroll@dot.state.fl.us>
Sent: Monday, May 4, 2026 8:09 AM
To: Gable, Doug <DougGable@polkfl.gov>
Cc: jegonzalez@drmp.com; Cooley, Daniel <Daniel.Cooley@dot.state.fl.us>
Subject: 2025-C-190-00005 Mount Olive rd. @ SR33 intersection improvements

CAUTION: This email originated from outside of the Polk County BoCC Email System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Doug,

Attached is the construction agreement 2025-C-190-00005 for Mount Olive rd. @ SR33 intersection improvements for your review and approval.

Thank you,

District Permits Coordinator
FDOT District One Maintenance
863-519-2319

Polk County

Board of County Commissioners

Agenda Item R.46. 6/2/2026

SUBJECT

Approve the short form consent agreement (OGC File No. 26-0462) with the Florida Department of Environmental Protection (FDEP) to resolve a County self-reported sanitary sewer overflow incident. ($56,773.50 not-to-exceed, one-time expense)

DESCRIPTION

On November 22, 2025, a force main near Champions Gate Blvd within the Northeast Regional Utility Service Area (NERUSA) in Davenport, ruptured due to a split in the force main. Inspection reports identified the cause of the split was pipe deflection during the initial construction or subsequent modifications to the system. Approximately 5,400,000 gallons of raw wastewater were discharged. Remediation efforts included diverting wastewater to a County-owned stormwater holding pond, posting signs for notification of the spill, removing 2,678,400 gallons from the wetland system initially impacted and 2,160,000 gallons from the stormwater pond. The total amount recovered from both sites totaled 4,838,400 gallons.

Polk County Utilities was in the process of replacing 3,000 ft. of 24-inch force main that were found to use defective construction or deflection of the pipe during or after installation. Until the force main is complete, PCU is storing piping and appurtenances needed to divert flow quickly to improve response time.

The FDEP has provided the proposed agreement to resolve the matter. Under the agreement the County could elect to expend the sum of $56,773.50 (one and one-half times a potential civil penalty) on an in-kind project and $250.00 in FDEP costs and expenses to fully resolve the matter. The County's acceptance of the FDEP's offer is not an admission of liability for a violation but is an acknowledgement of the potential harm a large sanitary sewer overflow could have on the environment and public health.

RECOMMENDATION

Recommend approval of the proposed FDEP agreement (OGC File No. 26-0462) at a not-to-exceed, one-time expense of $56,773.50.

FISCAL IMPACT

Funding is available in the Utilities Regulatory Affairs budget within the Utilities Operating fund for FY 25/26.

CONTACT INFORMATION

Name: Krystal Azzarella
Title: Environmental Affairs Manager
Division: Utilities
Phone: (863) 298-4195
E-mail Address: KrystalAzzarella@polkfl.gov

Name: Jim Tully, P.E.
Title: CIP Manager
Division: Utilities
Phone: (863) 298-4214
E-mail Address: JamesTully@polkfl.gov

FLORIDA DEPARTMENT OF
Environmental Protection

Southwest District
13051 North Telecom Parkway #101
Temple Terrace, Florida 33637-0926

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

May 26, 2026

Martha Santiago, Chair
Polk County Board of County Commissioners
c/o Tamara Richardson, Director of Utilities
Polk County Utilities Division
200 Westview Drive
Davenport, FL 33837
tamararichardson@polk-county.net

SUBJECT: Department of Environmental Protection v. Polk County Utilities Division,
OGC File No.: 26-0462
Proposed Short Form Consent Agreement
FL0A00002 – Northeast Regional WWTF

Ms. Santiago:

The State of Florida Department of Environmental Protection ("Department") finds that The Polk County Utilities Division ("Respondent") had one unauthorized sanitary sewer overflow (SSO) totaling, 5,400,000 gallons of untreated wastewater. Surface water quality sampling for Horseshoe Creek and the surrounding wetland was conducted and indicated surface water quality impacts between November 22, 2025, through December 01, 2025. The SSO and surface water quality impacts are in violation of Section 403.161(1)(b), Florida Statutes ("F.S."), Rule 62-604.130(1), Rule 62-302.530(6)(b) and Rule 62-302.500(2)(e), Florida Administrative Code ("F.A.C."). Before sending this letter, the Department requested the Respondent undertake certain actions to resolve the violation. These actions have since been completed. However, due to the nature of the violation, the Respondent remains subject to civil penalties. The Respondent is also responsible for costs incurred by the Department during the investigation of this matter.

The Department's Offer

Based on the violations described above, the Department is seeking $35,996.00 in civil penalties; $1,853.00 in economic benefit; and $250.00 for costs and expenses the Department

has incurred in investigating this matter. These total $38,099.00. The civil penalty in this matter includes one violation of $10,000.00 or more.

In lieu of making a cash payment of $37,849.00 in penalties, Respondent may elect to offset this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration, or a capital/facility improvement project. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty offset amount, which in this case is the equivalent of at least **$56,773.50**. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by electronic mail to Hannah Teague at Hannah.Teague@FloridaDEP.gov within **15 days** of the effective date of this Consent Agreement.

Notwithstanding the election to implement an in-kind project, payment of the remaining $250.00 in costs must be paid within 15 days of the execution date.

If Respondent elects to implement an in-kind project, then Respondent shall comply with all of the requirements and timeframes in Exhibit A entitled In-Kind Projects.

Respondent's Acceptance

If you wish to accept this offer and fully resolve the enforcement matter pending against the Respondent, please sign this letter and return it to the Department at Southwest District Office, 13051 Telecom Parkway North, Suite 101, Temple Terrace, Florida, 33637-0926 by **June 12, 2026.** The Department will then countersign it and file it with a designated clerk of the Department. Once the document is filed with the designated clerk, it will constitute a final Agreement of the Department pursuant to Section 120.52(7), F.S. and will be effective unless a request for an administrative hearing is filed by a third party in accordance with Chapter 120, F.S. and the attached Notice of Rights.

By accepting this offer you, Commissioner Martha Santiago:

(1) certify that you are authorized and empowered to negotiate, enter into, and accept the terms of this offer in the name and on behalf of Respondent;

(2) acknowledge and waive Respondent's right to an administrative hearing pursuant to Sections 120.569 and 120.57, F.S., on the terms of this offer, once final;

(3) acknowledge and waive Respondent's right to an appeal pursuant to Section 120.68, F.S.; and

The Department acknowledges that the Respondent's acceptance of this offer does not constitute an admission of liability for the violation(s) referenced above.

Respondent's Performance

After signing and returning this document to the Department,

(1) You must implement the In-Kind Project in accordance with the requirements identified in the attached Exhibit A. **Also, payment of $250.00 for costs and expenses must be made within 15 days of the execution date.**

(2) **If Respondent declines to implement an In-Kind Project, payment in full of $38,099.00 is due within 60 days of the execution date.**

(3) Respondent shall make all payments required by this Agreement by cashier's check, money Agreement or on-line payment. Cashier's check or money Agreement shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Agreement and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: http://www.fldepportal.com/go/pay/
It will take a number of days after this Agreement is final, effective and filed with the Clerk of the Department before ability to make online payment is available.

The Department may enforce the terms of this document, once final, and seek to collect monies owed pursuant to Sections 120.69 and 403.121, F.S.

Until clerked by the Department, this letter is only a settlement offer and not a final agency action. Consequently, neither the Respondent nor any other party may request an administrative hearing to contest this letter pursuant to Chapter 120, F.S. Once this letter is clerked and becomes a final Agreement of the Department, as explained above, the attached Notice of Rights will apply to parties, other than the Respondent, whose interests will be substantially affected.

Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Agreement will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

Please be aware that if the Respondent declines to respond to the Department's offer, the Department will assume that the Respondent is not interested in resolving the matter and will proceed accordingly.

If you have any questions, please contact Hannah Teague at (813) 470-5727 or at Hannah.Teague@FloridaDEP.gov.

Sincerely,

Kelley M. Boatwright

Ms. Kelley M. Boatwright
District Director
Southwest District

FOR THE RESPONDENT:

I, _____ [Type or Print Name], **HEREBY ACCEPT THE TERMS OF THE SETTLEMENT OFFER IDENTIFIED ABOVE.**

By: _____ Date: _____
[Signature]

Title: _____
[Type or Print]

FOR DEPARTMENT USE ONLY

DONE AND AGREED this __ day of _____, 2026, in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

_____
Ms. Kelley M. Boatwright
District Director
Southwest District

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

_____ _____
Clerk Date

Attachments: Notice of Rights
Exhibit A

Final clerked copy furnished to:
Lea Crandall, Agency Clerk (lea.crandall@dep.state.fl.us)

NOTICE OF RIGHTS

Persons who are not parties to this Agreement, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under Sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Agreement means that the Department's final action may be different from the position it has taken in the Agreement.

The petition for administrative hearing must contain all of the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received

via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at the address indicated above. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under Sections 120.569 and 120.57, Florida Statutes. Mediation under Section 120.573, Florida Statutes, is not available in this proceeding.

Exhibit A

In-Kind Projects

I. Introduction

An in-kind project

a. Within 60 days of the effective date of this Consent Agreement, Respondent shall submit, either electronically or by certified mail, a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.

b. If the Department requests additional information or clarification due to a partially incomplete in-kind project proposal or requests modifications due to deficiencies with Department guidelines, Respondent shall submit, either electronically or by certified mail, all requested additional information, clarification, and modifications within 15 days of receipts of written notice.

c. If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the proposal. Respondent shall correct and redress all of the matters at issue and submit, either electronically or by certified mail, a new proposal within 30 days of receipt of written notice. In the event that the revised proposal is not

approved by the Department, Respondent shall make cash payment of the civil penalties as set forth in the Consent Agreement within 30 days of Department notice.

d. Within 120 days of the effective date of this Consent Agreement, Respondent shall obtain approval for an in-kind project from the Department. If an in-kind project proposal is not approved by the Department within 120 days of the effective date of this Consent Agreement, then Respondent shall make cash payment of the civil penalties as set forth in the Consent Agreement, within 30 days of Department notice.

e. Within 180 days of obtaining Department approval for the in-kind proposal or in accordance with the approved schedule submitted pursuant to paragraph (a) above, Respondent shall complete the entire in-kind project.

f. During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating that Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) after the project has been completed. However, after the project has been completed Respondent shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

g. In the event, Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty project option shall be forfeited and the entire amount of civil penalties shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the penalty, no additional penalties shall be assessed under the Consent Agreement for failure to complete the requirement of this paragraph.

h. Within 15 days of completing the in-kind project, Respondent shall notify the Department, either electronically or by certified mail, of the project completion and request a verification letter from the Department. Respondent shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

i. If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct and redress all of the matters at issue and submit, either electronically or by certified mail, a new notification of completion within 15 days of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited and the entire amount of civil penalty shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the penalty, no additional penalties shall be assessed for failure to complete the requirements of this paragraph.

BACKUP DOCUMENTS

POLK COUNTY

COPY

SUBJECT:
Approve the short form consent agreement (OGC File No. 26-0462) with the Florida Department of Environmental Protection (FDEP) to resolve a County self-reported sanitary sewer overflow incident. ($56,773.50 not-to-exceed, one-time expense)

DESCRIPTION:
On November 22, 2025, a force main near Champions Gate Blvd within the Northeast Regional Utility Service Area (NERUSA) in Davenport, ruptured due to a split in the force main. Inspection reports identified the cause of the split was pipe deflection during the initial construction or subsequent modifications to the system. Approximately 5,400,000 gallons of raw wastewater were discharged. Remediation efforts included diverting wastewater to a County-owned stormwater holding pond, posting signs for notification of the spill, removing 2,678,400 gallons from the wetland system initially impacted and 2,160,000 gallons from the stormwater pond. The total amount recovered from both sites totaled 4,838,400 gallons.

Polk County Utilities was in the process of replacing 3,000 ft. of 24-inch force main that were found to use defective construction or deflection of the pipe during or after installation. Until the force main is complete, PCU is storing piping and appurtenances needed to divert flow quickly to improve response time.

The FDEP has provided the proposed agreement to resolve the matter. Under the agreement the County could elect to expend the sum of $56,773.50 (one and one-half times a potential civil penalty) on an in-kind project and $250.00 in FDEP costs and expenses to fully resolve the matter. The County's acceptance of the FDEP's offer is not an admission of liability for a violation but is an acknowledgement of the potential harm a large sanitary sewer overflow could have on the environment and public health.

RECOMMENDATION:
Recommend approval of the proposed FDEP agreement (OGC File No. 18-0115) at a not-to-exceed, one-time expense of $56,773.50.

FISCAL IMPACT:
Funding is available in the Utilities Regulatory Affairs budget in FY 2026.

CONTACT INFORMATION:
Name: Krystal Azzarella
Title: Environmental Affairs Manager
Division: Utilities
Phone: (863) 298-4195
E-mail Address: KrystalAzzarella@polkfl.gov

Name: Jim Tully, P.E.
Title: CIP Manager
Division: Utilities
Phone: (863) 298-4214

E-mail Address: JamesTully@polkfl.gov

CHECKLIST

Purple Sheet and Review – Legal ☐

Division Fiscal Review ☐

Risk Review (if appropriate) ☐

Appropriate Insurance ☐

Deputy County Manager is Aware and Agrees ☐

Vendor Signature ☐

Comments/Notes:

_____

_____

Division Director Signature _____ **Date** _____

PROJECT CHECKLIST

COPY

1. Project Name: Approve the settlement agreement (OGC File No. 26-0462) with the Florida Department of Environmental Protection (FDEP) to resolve County self-reported sanitary sewer overflow incidents which occurred because of pipe deflections during or subsequent to installation.

2. Project Location: Northeast Regional Utility Service Area

3. Source of Funds: 42011.670536015.5349010 (Utilities Regulatory Affairs Budget)

4. Project Cost Summary: $56,773.50 not-to-exceed, one-time expense

5. Certifications: This request has been reviewed by:

Utilities Environmental Manager: _____
Krystal Azzarella

Utilities CIP Manager: _____
James Tully, P.E.

Customer Service/Finance Manager: _____
Charles Richards, CPA

Utilities Division Director: _____
Tamara Richardson, P.E.

REQUEST FOR LEGAL SERVICES

To: **County Attorney's Office- Attention : Tom Norsworthy**

From: Tamara Richardson, P.E. Utilities Director

Division: Utilities

Prepared by: Emily Perez **Phone Number: 863-298-4142**

Date: May 11th, 2026

Subject: Approve the short form consent agreement (OGC File No. 26-0462) with the Florida Department of Environmental Protection (FDEP) to resolve a County self-reported sanitary sewer overflow incident. ($56,773.50 not-to-exceed, one-time expense)

BACKGROUND:

On November 22, 2025, a force main near Champions Gate Blvd within the Northeast Regional Utility Service Area (NERUSA) in Davenport, ruptured due to a split in the force main. Inspection reports identified the cause of the split was pipe deflection during the initial construction or subsequent modifications to the system. Approximately 5,400,000 gallons of raw wastewater were discharged. Remediation efforts included diverting wastewater to a County-owned stormwater holding pond, posting signs for notification of the spill, removing 2,678,400 gallons from the wetland system initially impacted and 2,160,000 gallons from the stormwater pond. The total amount recovered from both sites totaled 4,838,400 gallons.

Polk County Utilities was in the process of replacing 3,000 ft. of 24-inch force main that were found to use defective construction or deflection of the pipe during or after installation. Until the force main is complete, PCU is storing piping and appurtenances needed to divert flow quickly to improve response time.

The FDEP has provided the proposed agreement to resolve the matter. Under the agreement the County could elect to expend the sum of $56,773.50 (one and one-half times a potential civil penalty) on an in-kind project and $250.00 in FDEP costs and expenses to fully resolve the matter. The County's acceptance of the FDEP's offer is not an admission of liability for a violation but is an acknowledgement of the potential harm a large sanitary sewer overflow could have on the environment and public health.

REQUESTED ACTION:

Recommend approval of the proposed FDEP agreement (OGC File No. 18-0115) at a not-to-exceed, one-time expense of $56,773.50.

Agmt ok; Correct Ltr state a 5/11/26 response date. Has this been extended by FDEP in writing?

Need response no later than	**Monday**	**5**	**15**	**2026**
	(day o month)	**(month)**	**(day)**	**(Year)**

APPROVED BY

Tom Norsworthy

5/14/

26-323

For County Attorney office use only:

_____

Date_____

Signature

Assign to :_____

Date_____

County Attorney Project No: 26-323 Logged out: 5/14/26

Utilities Division -Signature Request/Routing Request

PLEASE REVIEW AND APPROVE THE ENCLOSED DOCUMENTS AND FORWARD AS NOTED BELOW

County Manager Approval Track

PROJECT TITLE: Approve the short form consent agreement (OGC File No. 26-0462) with the Florida Department of Environmental Protection (FDEP) to resolve a County self-reported sanitary sewer overflow incident. ($56,773.50 not-to-exceed, one-time expense)

PROJECT MANAGER: Krystal Azzarella

Number of original documents enclosed: 2

MUST BE RETURNED BY : May 18th, 2026

- ___**N/A**___ **PROCUREMENT /** Colin Burke: All originals with support are attached for your review and approval. **COLIN: Please forward this package to the County Attorney offices Attention Lisa after signature.**
- ___TN___ **COUNTY ATTORNEY/**Thomas Norsworthy: All originals with support are attached for your review and approval. **LISA: Please forward this package to the Deputy County Manager offices, Atten: Mercedes, after signature.**
- _____ **DEPUTY CO. MGR. /** John Bhode: All originals with support are attached for your review and approval. **MERCEDES: Please return this entire package back to Emily Perez in the Utilities Division after signature.**

Please email me a quick message to let me know when this package has left your offices to the next party – THANKS!

ATTEN: Emily Perez, Mail Drawer UT01 (Phone: 863-298-4142)

Polk County

Board of County Commissioners

Agenda Item R.47. 6/2/2026

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by FS Jacksonville LLC DBA 1-800-GOT JUNK. (No fiscal impact)

DESCRIPTION

FS Jacksonville LLC DBA 1-800-GOT JUNK is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by FS Jacksonville LLC DBA 1-800-GOT JUNK as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

DRAFT

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: FS Jacksonville LLC - 1800 Got Junk Date: May 11, 2026

Status	Brief Description of Application Requirements
☒ Met; 1. ☐ Not	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☒ Met; 2. ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☒ Met; 3. ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☒ Met; 4. ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c) MUST BE NOTARIZED
☒ Met; 5. ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☒ Met; 6. ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☒ Met; 7. ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☒ Met; 8. ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g) Certificate Holder: Polk County, a political subdivision of the State of Florida. 330 W Church St, Rm 150 Bartow, FL 33830
☒ Met; 9. ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☒ Met 10. ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i) MUST BE NOTARIZED
☒ Met; 11. ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j) MUST BE NOTARIZED
☒ Met 12. ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5) New Application Fee $750.00 We have a convenient payment option: You may copy Link into Web Brower: https://public.pointandpay.net/collect/partner/PolkCoSolidWasteFL

DRAFT

Florida's Crossroads of Opportunity

Board of County Commissioners

10 Environmental Loop S.
Winter Haven, FL 33880

PHONE: 863-284-4319
FAX: 863-284-4321
www.polkfl.gov

POLK COUNTY
SOLID WASTE DIVISION

Contact information Needed for Non-exclusive Franchise

Contact Person name for Franchise Renewal:	Misty Gaito
Contact Person for Reporting:	Misty Gaito
Contact Email:	compliance@wearesouthwind.com
Contact Telephone:	913-212-0933
Customer Address:	6300 Lamar Ave., Overland Park, KS 66202

How do you want the information to be listed on our website for customers ?

Hauler's Name:	1-800-GOT-JUNK?
Email Address:	floridacentral@1800gotjunk.com
Web address:	www.1800gotjunk.com
Phone:	1-800-468-5865

What areas do you service in Polk County, FL ?

all of Polk County

DIVISION OF CORPORATIONS

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

Detail by Entity Name

Florida Limited Liability Company
FS JACKSONVILLE LLC

Filing Information

Document Number	L23000244433
FEI/EIN Number	93-1776916
Date Filed	05/18/2023
State	FL
Status	ACTIVE
Last Event	LC STMNT CORR
Event Date Filed	06/08/2023
Event Effective Date	NONE

Principal Address

6300 Lamar Ave
Overland Park KS, KS 66202

Changed: 03/23/2026

Mailing Address

6300 Lamar Ave
Overland Park KS, KS 66202

Changed: 03/23/2026

Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Address Changed: 07/21/2025

Authorized Person(s) Detail

Name & Address

Title Authorized Representative

Staszak, Tyler
6300 Lamar Ave
Overland Park, KS 66202

Annual Reports

Report Year	Filed Date
2024	02/08/2024
2025	01/17/2025
2026	03/23/2026

Document Images

03/23/2026 -- ANNUAL REPORT	View image in PDF format
01/17/2025 -- ANNUAL REPORT	View image in PDF format
02/08/2024 -- ANNUAL REPORT	View image in PDF format
06/08/2023 -- CORLCSTCOR	View image in PDF format
05/18/2023 -- Florida Limited Liability	View image in PDF format

DREAM BIG

Date: 4/29/26

To whom it may concern:

As of the date of the correspondence stated above, FS Jacksonville LLC, as well as it's Managing Member/Owner, Tyler Staszak has never had involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases.

I, Tyler Staszak, MGR\Owner of FS Jacksonville LLC, do attest the above statement to be true and correct.

State: Kansas County of : Johnson

The foregoing instrument was acknowledged before me this 29th day of April, 2026 Personally Known or Produced identification

Owner:

Tyler Staszak

Notary:

Misty Gaito

MISTY DAWN GAITO
My Appointment Expires
April 29, 2027

stamp

2000

POLK COUNTY SOLID WASTE DIVISION

ANNUAL VEHICLE LIST

FRANCHISEE FS Jacksonville LLC dba 1-800-GOT-JUNK

FOR YEAR 2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE (RO, REL, FEL, ASL, ETC.)	CAPACITY (CU YD)	VEHICLE SIZE (GVW)	VEHICLE IDENTIFICATION NUMBER
Isuzu	NPR	2021	REL	15	14,500	54DC4W1D5MS208788
Isuzu	NPR	2023	REL	15	14,500	54DC4W1DOPS209416
Isuzu	NPR	2025	REL	15	14,500	54DC4W I D6SS20 I 782

REVISED 08/2014

2001

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE FS Jacksonville LLC - 1800- GOT-JUNK ACCT# 1273

FOR YEAR 2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
FS Jacksonville LLC - 1800- GOT-JUNK?				Truck with Dump Body	15	ON CALL		FLC_01
FS Jacksonville LLC - 1800- GOT-JUNK?				Truck with Dump Body	15	ON CALL		FLC_02
FS Jacksonville LLC - 1800- GOT-JU				Truck with Dump Body	15	ON CALL		FLC_03

AFFIDAVIT SUPPORTING NEW NON-EXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF ~~FLORIDA~~ Kansas
COUNTY OF Polk Johnson MDG

Before me, the undersigned notary public authorized to administer oaths, personally appeared Tyler Staszak who, first being duly sworn, on oath deposes and states, as follows:

1) He is Owner and President, a LLC corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against FS Jacksonville LLC.

4) There are no liens of record filed by the Internal Revenue Service against FS Jacksonville LLC.

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against FS Jacksonville LLC.

6) Tyler Staszak acknowledges and consents that the County shall have the right to inspect FS Jacksonville LLC vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, FS Jacksonville LLC has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term of 1 year will continue to comply with the same.

Further the affiant sayeth not.

Dated the 27 day of April, 20 26

Sworn Person Signature
Tyler Staszak, President
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 27 day of April, 2026, by Tyler Staszak, who is either ☒ personally known to me; or ☐ has produced _____ as identification.

MISTY DAWN GAITO
My Appointment Expires
April 29, 2027

Notary Public Signature
Misty D Gaito
Printed Name of Notary Public
4/29/27
Notary Commission Number/Expiration

(AFFIX NOTORIAL SEAL)

CERTIFICATE OF LIABILITY INSURANCE

1/1/2027

DATE (MM/DD/YYYY): 4/28/2026

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 DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 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 1535424 FS JACKSONVILLE, LLC DBA 1-800-GOT-JUNK? 3535 REYNOLDS, UNIT 4 LAKELAND FL 33803	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Fire Insurance Company — 19682 INSURER B : Twin City Fire Insurance Company — 29459 INSURER C : AGCS Marine Insurance Company — 22837 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 23429061 **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:	N	N	37CSES87901	1/1/2026	1/1/2027	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY	N	N	37CSES87902	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	N	N	37HV6BV9KXS	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
A	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	N/A	N	37WNS87900	1/1/2026	1/1/2027	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	LEASED/RENTED	N	N	SML93091880	1/1/2026	1/1/2027	$50,000 PER ITEM/OCC; $1,000 DED	

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

CERTIFICATE HOLDER

23429061
POLK COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA
330 W CHURCH ST., RM 150
BARTOW FL 33830

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLK COUNTY LOCAL BUSINESS TAX APPLICATION FORM

ACCOUNT NO. 300947 **CLASS** A **PAYMENT DUE BY:** 09/30/2025

OWNER NAME	LOCATION
TYLER J STASZAK	3535 REYNOLDS RD # 4 LAKELAND FL 33803

BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
FS JACKSONVILLE LLC 1-800-GOT-JUNK? 6300 LAMAR AVE OVERLAND PARK KS 66202	810000	LTD OTHER SERVICES

SIGN HERE

SIGNATURE INDICATES THAT APPLICANT READ AND UNDERSTANDS THE APPLICATION AFFIDAVIT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS TRUE AND CORRECT.	**AMOUNT DUE:**	$0.00

Paid by receipt(s) 2025-129787 on 05/07/26 for $31.50

For Your Information: What You Need To Know About Tangible Personal Property

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser's Office by the 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all the business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser's Office website, polkpa.org.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 300947 **CLASS** A **EXPIRES:** 09/30/2026

OWNER NAME	LOCATION
TYLER J STASZAK	3535 REYNOLDS RD # 4 LAKELAND FL 33803

BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
FS JACKSONVILLE LLC 1-800-GOT-JUNK? 6300 LAMAR AVE OVERLAND PARK KS 66202	810000	LTD OTHER SERVICES

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

Paid by receipt(s) 2025-129787 on 05/07/26 for $31.50

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G24000053212

Fictitious Name to be Registered: 1-800-GOT-JUNK?

Mailing Address of Business: 3350 ULMERTON ROAD, SUITE 22
CLEARWATER, FL 33762

Florida County of Principal Place of Business: PINELLAS

FEI Number: 93-1776916

FILED
Apr 22, 2024
Secretary of State

Owner(s) of Fictitious Name:

FS JACKSONVILLE LLC
9851 WIDMER ROAD
LENEXA, KS 66215 US
Florida Document Number: L23000244433
FEI Number: 93-1776916

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.

TYLER STASZAK — 04/22/2024

Electronic Signature(s) — Date

Certificate of Status Requested ( ) **Certified Copy Requested ( )**

INDEMNITY

WHEREAS, THE UNDERSIGNED Tyler Staszak (the "Undersigned"), is the President of FS Jacksonville LLC (the "FS Jacksonville LLC"), a LLC.

WHEREAS, the President, Tyler Staszak, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the FS Jacksonville LLC

NOW, THEREFORE, in consideration of the benefits accruing to the FS Jacksonville LLC and for other good and valuable consideration, the Undersigned, by and on behalf of the FS Jacksonville LLC does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, FS Jacksonville LLC, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the FS Jacksonville LLC this 27 day of April, 2026.

ATTEST:

By: _____

Tyler Staszak, President

[Printed Name, Title]

_____

a _____

By: _____

_____

[Printed Name, Title]

AFFIX NOTORIAL SEAL

4/27/26

MISTY DAWN GAITO
My Appointment Expires
April 29, 2027

Thank you for your payment!

This service has been provided by Polk County BoCC - Solid Waste, FL and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to Polk County BoCC - Solid Waste, FL . The Polk County BoCC - Solid Waste department Thanks You For Your Payment. Credit Card Services provided by Polk County BoCC - Solid Waste department are in connection with POINT & PAY.

Name:	Misty Gaito
Address:	6300 Lamar Ave, Overland Park KS, US, 66202
Contact:	9132671403
Comments:	

Payment ID:	**196557893**
Date:	04/29/26 10:03 AM
Subtotal:	$750.00
Fee:	$2.95
Total:	$752.95
Method:	Electronic Check(**********1445)

Item Purchased	Transaction Description	Account	Amount
Miscellaneous Charges	CTYPolkWsteGOV	Franchise	$750.00

Signature:_____ **Date:**_____/_____/_____

By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *CTYPolkWsteGOV* . If you have any questions about the charges please call 1-888-891-6064.

Print Receipt **Close Window**

Thank you for your payment

Confirmation #	196557893
Date	Wednesday, April 29, 2026, 10:03:32 AM US Eastern Time
Total Amount	$752.95
Paid with	Business Checking account ending in 1445
Customer Information	Misty Gaito misty.gaito@wearesouthwind.com (913) 267-1403

Transaction Details

Bill Type	Details		Amount
Miscellaneous Charges	**Company Name:**	FS Jacksonville LLC dba 1-800-GOT-JUNK	$750.00
	Ticket or Invoice Number: Franchise		

Sub Total	$750.00
Convenience Fee	$2.95
Total	**$752.95**

CONVENIENCE FEE

Your agency has partnered with a third party service provider to provide you with convenient online payment services via credit card debit card or electronic check payments. IN ORDER TO USE THIS SERVICE YOU MAY HAVE TO PAY A NON-REFUNDABLE CONVENIENCE FEE IN ADDITION TO THE AMOUNT(S) OWED TO YOUR PAYEE. Please note that the service provider (not your Payee) will appear as the merchant of record next to your payment on your bank or credit card statement.

ACCESSIBILITY

This service is accessible through the Internet. In order to use this service you will need a personal computer access to the Internet with an Internet service provider and a web browser which supports this service.

Zimmerman, Debra

From: misty.gaito@wearesouthwind.com on behalf of Southwind Compliance <compliance@wearesouthwind.com>
Sent: Wednesday, May 6, 2026 9:52 AM
To: Zimmerman, Debra; Misty Gaito
Cc: Alvarez, Sonia
Subject: Re: Landfill application

CAUTION: This email originated from outside of the Polk County BoCC Email System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Debbie,

Good Morning,

I followed up with Haley Miller, the tax speciliast, this morning and she said they still have not received our application in the mail yet. I had originally asked if we could submit electronicly but they only accepted in person or via regular mail. I am hoping they get it soon since we sent it last week!

Misty Gatio
913-267-1403

On Tue, May 5, 2026 at 12:22 PM Zimmerman, Debra <debrazimmerman@polkfl.gov> wrote:

> Good afternoon,
>
> Did you receive the Business Tax receipt so we can move forward with opening the account
>
> Thank you,
>
> *Debbie Zimmerman*
>
> **Accounts Receivable Coordinator**
>
> **Polk County Solid Waste Division**
>
> **10 Environmental Loop S**

Alvarez, Sonia

From: Norsworthy, Thomas
Sent: Wednesday, May 13, 2026 9:48 AM
To: Alvarez, Sonia
Subject: RE: Non-Exclusive Franchise Application: FS Jacksonville LLC-1800 Got Junk

Hi Sonia –

Okay to proceed with this application.

- Tom

Thomas G. Norsworthy
Deputy County Attorney
(863) 534-6438

From: Alvarez, Sonia <SoniaAlvarez@polkfl.gov>
Sent: Tuesday, May 12, 2026 10:42 AM
To: Norsworthy, Thomas <ThomasNorsworthy@polkfl.gov>
Subject: Non-Exclusive Franchise Application: FS Jacksonville LLC-1800 Got Junk

Good morning, Tom.

Please review this new Franchise Application.

Thank you.

POLK COUNTY
Sonia Alvarez
Customer Care Specialist
Polk County Board of County Commissioners
Solid Waste Division
10 Environmental Loop South
Winter Haven, FL 33880
Office (863) 284-4319
Cell (863)344-0484
soniaalvarez@polkfl.gov

Polk County

Board of County Commissioners

Agenda Item R.48. 6/2/2026

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by MAGNO JUNK REMOVAL LLC. (No fiscal impact)

DESCRIPTION

MAGNO JUNK REMOVAL LLC is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by MAGNO JUNK REMOVAL LLC as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

DRAFT

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: MAGNO Date: 4/17/2026

Status	Brief Description of Application Requirements
☑ Met; 1. ☐ Not	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☒ Met; 2. ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☑ Met; 3. ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☑ Met; 4. ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c) MUST BE NOTARIZED
☑ Met; 5. ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☑ Met; 6. ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☑ Met; 7. ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☐ Met; 8. ☒ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g) Certificate Holder: Polk County, a political subdivision of the State of Florida. 330 W Church St, Rm 150 Bartow, FL 33830 has
☑ Met; 9. ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☑ Met 10. ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i) MUST BE NOTARIZED
☒ Met; 11. ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j) MUST BE NOTARIZED
☑ Met 12. ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5) **Renewal Fee $500.00** We have a convenient payment option: You may copy Link into Web Brower: https://public.pointandpay.net/collect/partner/PolkCoSolidWasteFL

DRAFT

Electronic Articles of Organization For Florida Limited Liability Company

L25000561093
FILED 8:00 AM
December 16, 2025
Sec. Of State
kcostello

Article I

The name of the Limited Liability Company is:

MAGNO JUNK REMOVAL LLC

Article II

The street address of the principal office of the Limited Liability Company is:

1081 CITRUS LANDING BLVD
DAVENPORT, FL. US 33837

The mailing address of the Limited Liability Company is:

1081 CITRUS LANDING BLVD
DAVENPORT, FL. US 33837

Article III

The name and Florida street address of the registered agent is:

ALEXANDER CORONA SR.
1081 CITRUS LANDING BLVD
DAVENPORT, FL. 33837

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: ALEXANDER CORONA

Article IV

L25000561093
FILED 8:00 AM
December 16, 2025
Sec. Of State
kcostello

The name and address of person(s) authorized to manage LLC:

Title: MGR
ALEXANDER CORONA SR.
1081 CITRUS LANDING BLVD
DAVENPORT, FL. 33837 US

Article V

The effective date for this Limited Liability Company shall be:

01/01/2026

Signature of member or an authorized representative

Electronic Signature: ALEXANDER CORONA

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. 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, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

MAGNO
JUNK REMOVAL

CONSENT TO INSPECTION

To: Polk County Solid Waste Division

I, Alexander Corona Lorenzo, as owner of MAGNO JUNK REMOVAL LLC, hereby grant Polk County and its authorized agents the right to inspect any and all vehicles, equipment, and physical assets used in the collection and transportation of commercial solid waste within Polk County, as required by Section 4-1 C. (2)(e) of Ordinance 13-069.

These inspections may occur at any reasonable time to ensure compliance with county safety and operational standards.

Vehicle: 2020 Ford Transit T-250
VIN: 1FTBR3X85LKA41812

Alexander Corona Lorenzo
Owner, MAGNO JUNK REMOVAL LLC
Date: March 4, 2026

MAGNO JUNK REMOVAL LLC
Davenport, Florida
Alexander@magnojunkremoval.com

Date: **April 07, 2026**

RE: **IDENTITY OF APPLICANT – PRINCIPALS AND MANAGEMENT**

To the Polk County Waste Resource Management Division:

In accordance with the application requirements for a Non-Exclusive Commercial Franchise, this letter serves to identify the principals and management of **MAGNO JUNK REMOVAL LLC**:

Name: Alexander Corona Lorenzo
Title: Managing Member / Owner
Responsibility: General Management, Operations, and Compliance.

As of this date, Alexander Corona Lorenzo is the sole principal and officer of the entity. There are no other partners, directors, or managers associated with this application.

I attest that the information provided above is true and correct to the best of my knowledge.

_____

Alexander Corona Lorenzo
Managing Member / Owner
MAGNO JUNK REMOVAL LLC

MAGNO
JUNK REMOVAL

MAGNO JUNK REMOVAL LLC

1081 Citrus Landing Blvd, Davenport, FL 33837
Alexander@magnojunkremoval.com

Date: April 07, 2026

RE: Requirement No. 3 – Statement of Experience and Qualifications

To the Polk County Waste Resource Management Division:

In accordance with Section 4-1 C. (2)(b) of the Polk County Solid Waste Ordinance, this letter serves as the formal statement of experience and qualifications for Magno Junk Removal LLC and its principal management.

1. COMPANY EXPERIENCE:

Magno Junk Removal LLC was officially established in Florida in January 2026 to provide professional residential and commercial waste collection services. Since its inception, the company has focused on the efficient removal of non-hazardous solid waste, construction debris, and bulk items within Polk County, ensuring all materials are transported and disposed of at authorized facilities in compliance with local regulations.

2. PRINCIPAL PERSONNEL QUALIFICATIONS:

Alexander Corona Lorenzo, Managing Member and Owner, oversees all field operations and compliance. He brings approximately three (3) years of direct experience in the junk removal and logistics industry.

His professional background includes:

• Two years of operational experience in New Jersey, where he developed high standards for load securing, logistics planning, and customer service in a high-volume market.

• Direct operational management of Magno Junk Removal LLC in Florida since early 2026, demonstrating a consistent track record of safe transport and proper waste disposal.

3. SAFETY AND COMPLIANCE COMMITMENT:

Although no formal "waste management" academic degrees are held, our personnel are highly qualified through years of practical, on-site experience. We operate with a deep understanding of:

• Load Safety: Ensuring all materials are properly secured with nets and tarps during transit as required by Section 4-2C.

• Regulatory Adherence: Strict compliance with Polk County Ordinance 13-069 regarding commercial collection standards.

• Environmental Responsibility: Identifying and separating recyclable materials and ensuring all "Circular Credit" items reach appropriate donation centers instead of landfills.

Magno Junk Removal LLC is committed to maintaining the highest levels of safety and professional integrity in every collection service performed within Polk County.

Sincerely,

Alexander Corona Lorenzo
Managing Member / Owner
Magno Junk Removal LLC

MAGNO
JUNK REMOVAL

MAGNO JUNK REMOVAL LLC
Davenport, Florida
Alexander@magnojunkremoval.com

Date: April 7, 2026

To whom it may concern:

As of the date of the correspondence stated above, **MAGNO JUNK REMOVAL LLC**, as well as its Managing Member/Owner, Alexander Corona Lorenzo, has never had involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases applicable to its principals, partners, and officers.

I, **Alexander Corona Lorenzo**, MGR/Owner of **MAGNO JUNK REMOVAL LLC**, do attest the above statement to be true and correct.

Alexander Corona, MGR/Owner

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 8th day of April, 2026, by Alexander Corona, who is personally known to me or who has produced FL DL as identification.

Notary Public Signature

(NOTARY SEAL)

Notary Public State of Florida
Jeramy L Payne
My Commission HH 383136
Expires 4/5/2027

BLAISE INGOGLIA
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 3/4/2026 **EXPIRATION DATE:** 3/3/2028

PERSON: ALEXANDER CORONA LORENZO SR **EMAIL:** ALEXANDERCL35@GMAIL.COM

FEIN: 413303411

BUSINESS NAME AND ADDRESS:

MAGNO JUNK REMOVAL LLC

1081 CITRUS LANDINGS BLVD ,

DAVENPORT, FL 33837

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2026

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:	
BIBERK P.O. Box 113247 Stamford, CT 06911	PHONE (A/C, No, Ext): 844-472-0967	FAX (A/C, No): 203-654-3613
	E-MAIL ADDRESS: customerservice@biBERK.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Magno Junk Removal LLC 1081 Citrus Landings Boulevard Davenport, FL 33837	INSURER A : Berkshire Hathaway Direct Insurance Company	10391
	INSURER B : Liability & Fire Insurance Company	20052
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC X OTHER:			N9BP839332	03/05/2026	03/05/2027	EACH OCCURRENCE	$	2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	50,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	Included
							GENERAL AGGREGATE	$	4,000,000
							PRODUCTS - COMP/OP AGG	$	4,000,000
								$	
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$	
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
B	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		N9WC092291	03/05/2026	03/05/2027	X PER STATUTE [ ] OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate		

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

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Flo
330 W Church St, Rm 150
Bartow, FL 33830

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 04/15/2026

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.

PRODUCER	CONTACT NAME:	
BIBERK P.O. Box 113247 Stamford, CT 06911	PHONE (A/C, No, Ext): (844) 472-0967	FAX (A/C, No): (203) 654-3613
	E-MAIL ADDRESS: salessupport@biberk.com	
	PRODUCER CUSTOMER ID:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Magno Junk Removal LLC 1081 Citrus Landings Boulevard Davenport, FL 33837	INSURER A: Berkshire Hathaway Direct Insurance Compai	561720
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Location: 1081 Citrus Landings BoulevardDavenport, FL 33837
Bldg #001: Residential Cleaning Services - 7622101

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	[X] PROPERTY CAUSES OF LOSS / DEDUCTIBLES [ ] BASIC — BUILDING 250 [ ] BROAD — CONTENTS [X] SPECIAL [ ] EARTHQUAKE [ ] WIND [ ] FLOOD	N9BP839332	03/05/2026	03/05/2027	BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	$ 0 $ 0 $ 0 $ 0 $ $ n/a $ n/a $ n/a
	[ ] INLAND MARINE CAUSES OF LOSS [ ] NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	[ ] CRIME TYPE OF POLICY					
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida
330 W Church St, Rm 150
Bartow, FL 33830

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1995-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

2023

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE MAGNO JUNK REMOVAL LLC

FOR YEAR 2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE *(RO, REL, FEL, ASL, ETC.)*	CAPACITY *(CU YD)*	VEHICLE SIZE *(GVW)*	VEHICLE IDENTIFICATION NUMBER
FORD	TRANSIT T-250	2020	CARGO VAN	18	9070	1FTBR3X85LKA41812

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE MAGNO JUNK REMOVAL LLC

FOR YEAR 2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
VARIOUS / ON-CALL SERVICES	N/A	N/A	N/A	FULL SERVICE JUNK REMOVAL	18	ON CALL		SEE TRUCK LIST / VIN: LKA41812

REVISED 08/2014

For Your Information: What You Need To Know About Tangible Personal Property

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser's Office by the 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all the business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser's Office website, polkpa.org.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 300178 **CLASS** A **EXPIRES:** 09/30/2026

OWNER NAME	LOCATION
ALEXANDER CORONA LORONZO	1081 CITRUS LANDINGS BLVD DAVENPORT FL 33837

BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
MAGNO JUNK REMOVAL LLC 1081 CITRUS LANDINGS BLVD DAVENPORT FL 33837	810000	LTD OTHER SERVICES

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

Paid by receipt(s) 2025-23487 on 02/27/26 for $31.50

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF Polk

Before me, the undersigned notary public authorized to administer oaths, personally appeared Alexander Corona who, first being duly sworn, on oath deposes and states, as follows:

1) He is MGR/Owner, a LLC corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against Magno Junk Removal LLC

4) There are no liens of record filed by the Internal Revenue Service against Magno Junk Removal LLC

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against Magno Junk Removal LLC

6) Alexander Corona acknowledges and consents that the County shall have the right to inspect Magno Junk Removal LLC vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, Magno Junk Removal LLC has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term 1 year will continue to comply with the same.

Further the affiant sayeth not.

Dated the 8th day of April, 2026

Alexander Corona Lorenzo
Sworn Person Signature

Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 8th day of April, 2026, by Alexander Corona Lorenzo, who is either ☐ personally known to me; or ☐ has produced FL DL as identification.

Notary Public State of Florida
Jeramy L Payne
My Commission HH 383136
Expires 4/5 2027

(AFFIX NOTORIAL SEAL)

Notary Public Signature

Jeramy L Payne
Printed Name of Notary Public

HH 383136
Notary Commission Number/Expiration

2026

INDEMNITY

WHEREAS, THE UNDERSIGNED Alexander Corona Lorenzo (the "Undersigned"), is the MGR / Owner of Magno Junk Removal LLC a LLC,

WHEREAS, the Alexander Corona Lorenzo, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of Magno Junk Removal LLC

NOW, THEREFORE, in consideration of the benefits accruing to Magno Junk Removal LLC and for other good and valuable consideration, the Undersigned, by and on behalf of Magno Junk Removal LLC does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Magno Junk Removal LLC, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of Magno Junk Removal LLC this 8th day of April, 2026.

ATTEST: N/A

N/A

[Printed Name, Title]

By: [signature]

Alexander Corona Lorenzo / Owner

[Printed Name, Title]

FLORIDA NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [T] physical presence or [ ] online notarization, this 8th day of April, 2026, by Alexander Corona Lorenzo, who is personally known to me or who has produced FL DL as identification.

[signature]

Notary Public Signature
(AFFIX NOTARIAL SEAL)

Notary Public State of Florida
Jeramy L Payne
My Commission HH 383136
Expires 4 5 2027

Gracias por el pago

Número de confirmación	195342631
Fecha	Wednesday, April 8, 2026, 3:28:19 PM US Eastern Time
Monto total	$773.15
Pagado con	VISA cuenta que termina en 6260
Información del cliente	Alexander Corona alexander@magnojunkremoval.com (863) 458-3459

Detalles de la transacción

Tipo de factura	Detalles		Monto
Cargos varios	**Nombre de la empresa:**	MAGNO Junk Removal LLC	$750.00
	Número de billete o factura:	MAGNO Junk Removal LLC FF	

Subtotal	$750.00
Tarifa de conveniencia	$23.15
Total	**$773.15**

CONVENIENCE FEE

Your agency has partnered with a third party service provider to provide you with convenient online payment services via credit card debit card or electronic check payments. IN ORDER TO USE THIS SERVICE YOU MAY HAVE TO PAY A NON-REFUNDABLE CONVENIENCE FEE IN ADDITION TO THE AMOUNT(S) OWED TO YOUR PAYEE. Please note that the service provider (not your Payee) will appear as the merchant of record next to your payment on your bank or credit card statement.

ACCESSIBILITY

This service is accessible through the Internet. In order to use this service you will need a personal computer access to the Internet with an Internet service provider and a web browser which supports this service.

Polk County

Board of County Commissioners

Agenda Item R.49. 6/2/2026

SUBJECT

SET HEARING to consider adoption of an ordinance amending Polk County Ordinance 2006-024, the Polk County Procurement Ordinance, as amended, to increase the authorized maximum amount the County Manager may enter into without further Board approval to Two Hundred Thousand Dollars ($200,000). (Suggested hearing date is June 16, 2026 at 9:00 a.m.)

DESCRIPTION

A Public Hearing is required to consider the adoption of an ordinance amending Polk County Ordinance 2006-024, the Polk County Procurement Ordinance, as amended. The Polk County Board of County Commissioners had delegated to the County Manager the authority to enter into agreements in the amount of One Hundred Thousand Dollars ($100,000) without further approval of the Board. The proposed ordinance would increase the County Manager's authorized amount from One Hundred Thousand Dollars to Two Hundred Thousand Dollars ($200,000).

RECOMMENDATION

Set a public hearing on June 16, 2026 at 9:00 a.m. for purposes of considering adoption of an ordinance amending Polk County Ordinance 2006-024, the Polk County Procurement Ordinance, as amended, to increase the authorized maximum amount the County Manager may enter into without further Board approval to Two Hundred Thousand Dollars ($200,000).

FISCAL IMPACT

No fiscal impact will be realized by setting the hearing.

CONTACT INFORMATION

Noah Milov, Assistant County Attorney

863-534-7664

Agenda Item R.50. 6/2/2026

SUBJECT

Adopt resolution approving plan of finance concerning the issuance by the Polk County Industrial Development Authority (the “Authority”) of its revenue bonds for Berkley Accelerated Middle School Project, in a maximum stated principal amount not exceeding $22,500,000 for the purpose of providing funds to make a loan for the financing or refinancing of the acquisition, renovation, expansion, design, construction, equipping, and/or furnishing of educational facilities to be operated by Berkley Accelerated Middle School, Inc.

DESCRIPTION

The Polk County Industrial Development Authority (the "Authority") previously adopted on May 14, 2026, its Resolution approving the issuance of the Authority's Industrial Development Revenue Bonds (Berkley Accelerated Middle School Project) in a maximum stated principal amount not to exceed $22,500,000 (the "Bonds"), to provide funds, as part of a plan of finance, to make a loan to Berkley Accelerated Middle School, Inc., a Florida not-for-profit corporation, (the "Borrower") to (i) in a maximum principal amount not to exceed $1,500,000 to refinance an existing loan from SouthState Bank, N.A. ("SouthState"), which financed the acquisition of properties located at (a) 0 Berkley Rd., Auburndale, Florida 33823, (b) 1932 CR 655 Auburndale, Florida 33823, (c) 4690 Berkley Rd., Auburndale, Florida 33823, (d) 5020 Berkley Rd., Auburndale, Florida 33823, (e) Classic View Dr., Auburndale, Florida 33823, and (f) Berkley Rd., Auburndale, Florida 33823, all of which are located east of the intersection of Berkley Road and Pace Road, (ii) in a maximum principal amount not to exceed $6,000,000 to refinance an existing loan from SouthState, which refinanced various obligations of the Borrower which were used to finance or refinance the acquisition, construction, renovation, expansion, design, equipping and/or furnishing of certain educational facilities of the Borrower located at 5316 Berkley Rd., Auburndale, Florida 33823, (iii) in a maximum principal amount not to exceed $15,000,000 to finance or refinance the acquisition, renovation, expansion, design, construction, equipping, and/or furnishing of certain educational facilities of the Borrower located at 0 Bolender Road (north of the intersection of Bolender Rd. and Lake Alfred Rd.) in Auburndale, Florida 33823; (iv) fund necessary reserves, (v) pay capitalized interest on the Bonds, if deemed necessary or desirable, and (vi) pay costs of issuance (collectively, the "Project"), the principal user of all of such facilities will be the Borrower; to be financed as qualified 501(c)(3) bonds under Section 145 of Internal Revenue Code of 1986, as amended (the "Code").

The Authority has requested 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 $22,500,000, to finance the Project.

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 May 14, 2026.

The Project and the issuance of the Bonds to finance the Project will have a substantial public benefit. 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 Borrower.

RECOMMENDATION

Recommend Board approve Resolution.

FISCAL IMPACT

None.

CONTACT INFORMATION

Randy Mink
County Attorney
863-510-6803

RESOLUTION NO. 2026-___

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 (BERKLEY ACCELERATED MIDDLE SCHOOL PROJECT), IN A MAXIMUM STATED PRINCIPAL AMOUNT NOT EXCEEDING $22,500,000 FOR THE PURPOSE OF PROVIDING FUNDS TO MAKE A LOAN TO BERKLEY ACCELERATED MIDDLE SCHOOL, INC. FOR THE FINANCING OR REFINANCING OF THE ACQUISITION, RENOVATION, EXPANSION, DESIGN, CONSTRUCTION, EQUIPPING, AND/OR FURNISHING OF EDUCATIONAL FACILITIES LOCATED IN POLK COUNTY, FLORIDA, WHICH FACILITIES ARE TO BE OPERATED BY BERKLEY ACCELERATED MIDDLE SCHOOL, INC.

WHEREAS, the Polk County Industrial Development Authority (the "Authority") previously adopted on May 14, 2026, its Resolution approving the issuance of the Authority's Industrial Development Revenue Bonds (Berkley Accelerated Middle School Project) in a maximum stated principal amount not to exceed $22,500,000 (the "Bonds"), to provide funds, as part of a plan of finance, to make a loan to Berkley Accelerated Middle School, Inc., a Florida not-for-profit corporation, (the "Borrower") to (i) in a maximum principal amount not to exceed $1,500,000 to refinance an existing loan from SouthState Bank, N.A. ("SouthState"), which financed the acquisition of properties located at (a) 0 Berkley Rd., Auburndale, Florida 33823, (b) 1932 CR 655 Auburndale, Florida 33823, (c) 4690 Berkley Rd., Auburndale, Florida 33823, (d) 5020 Berkley Rd., Auburndale, Florida 33823, (e) Classic View Dr., Auburndale, Florida 33823, and (f) Berkley Rd., Auburndale, Florida 33823, all of which are located east of the intersection of Berkley Road and Pace Road, (ii) in a maximum principal amount not to exceed $6,000,000 to refinance an existing loan from SouthState, which refinanced various obligations of the Borrower which were used to finance or refinance the acquisition, construction, renovation, expansion, design, equipping and/or furnishing of certain educational facilities of the Borrower located at 5316 Berkley Rd., Auburndale, Florida 33823, (iii) in a maximum principal amount not to exceed $15,000,000 to finance or refinance the acquisition, renovation, expansion, design, construction, equipping, and/or furnishing of certain educational facilities of the Borrower located at 0 Bolender Road (north of the intersection of Bolender Rd. and Lake Alfred Rd.) in Auburndale, Florida 33823; (iv) fund necessary reserves, (v) pay capitalized interest on the Bonds, if deemed necessary or desirable, and (vi) pay costs of issuance (collectively, the "Project"), the principal user of all of such facilities will be the Borrower; to be financed as qualified 501(c)(3) bonds under Section 145 of Internal Revenue Code of 1986, as amended (the "Code"); 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 $22,500,000, to finance the Project; and

WHEREAS, the Borrower has 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 May 14, 2026, 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 Borrower.

SECTION 3. Approval. For the purposes of Section 147(f) of the Code 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 maximum stated principal amount not exceeding $22,500,000, in one or more series, as part of a plan of finance, to finance the cost of the Project.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon its passage.

Passed and duly adopted at a regular meeting of the Board of County Commissioners of Polk County, Florida on the 2nd day of June, 2026.

BOARD OF COUNTY COMMISSIONERS OF
POLK COUNTY, FLORIDA

By:_____
Chair

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

#537599044_v2

EXHIBIT "A"

Affidavit of Publication

(attached)

USA TODAY CO.

LocaliQ

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:

LKL The Ledger - News Chief 05/07/2026
LKL theledger.com 05/07/2026

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 05/07/2026

Legal Clerk

Notary, State of WI, County of Brown

9-1-28

My commission expires

Publication Cost:	$651.44	
Tax Amount:	$0.00	
Payment Cost:	$651.44	
Order No:	12307857	# of Copies:
Customer No:	1457021	0
PO #:	LSAR0512205	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
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 May 14, 2026, 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 an aggregate maximum principal amount not exceeding $22,500,000 (the "2026 Bonds") as part of a plan of financing in one or more series. Proceeds of the 2026 Bonds will be loaned by the Authority to Berkley Accelerated Middle School, Inc., a Florida not for profit corporation (the "Borrower") 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, (i) in a maximum principal amount not to exceed $1,500,000 to refinance an existing loan from SouthState Bank, N.A. ("SouthState"), which financed the acquisition of properties located at (a) 0 Berkley Rd., Auburndale, Florida 33823, (b) 1932 CR 655 Auburndale, Florida 33823, (c) 4690 Berkley Rd., Auburndale, Florida 33823, (d) 5020 Berkley Rd., Auburndale, Florida 33823, (e) Classic View Dr., Auburndale, Florida 33823, and (f) Berkley Rd., Auburndale, Florida 33823, all of which are located east of the intersection of Berkley Road and Pace Road, (ii) in a maximum principal amount not to exceed $6,000,000 to refinance an existing loan from SouthState, which refinanced various obligations of the Borrower which were used to finance or refinance the acquisition, construction, renovation, expansion, design, equipping and/or furnishing of certain educational facilities of the Borrower located at 5316 Berkley Rd., Auburndale, Florida 33823, (iii) in a maximum principal amount not to exceed $15,000,000 to finance or refinance the acquisition, renovation, expansion, design, construction, equipping, and/or furnishing of certain educational facilities of the Borrower located at 0 Bolender Road (north of the intersection of Bolender Rd. and Lake Alfred Rd.) in Auburndale, Florida 33823; (iv) fund necessary reserves, (v) pay capitalized interest on the 2026 Bonds, if deemed necessary or desirable, and (vi) pay costs of issuance. The 2026 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 and used by the Borrower.

The Authority shall not be obligated to pay the 2026 Bonds except from the proceeds derived from the repayment of a loan to the Borrower 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 2026 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

May 7 2026

LSAR0512205

Agenda Item R.51. 6/2/2026

SUBJECT

Adopt resolution approving plan of finance concerning the issuance by the Polk County Industrial Development Authority (the “Authority”) of its revenue bonds for The Schools of McKeel Academy Project, in a maximum stated principal amount not exceeding $30,000,000 for the purpose of providing funds to make a loan to the Schools of McKeel Academy, Inc. and McKeel Academy Mulberry, LLC for the financing or refinancing of the acquisition, renovation, expansion, design, construction, equipping, and/or furnishing of educational facilities to be operated by The Schools of McKeel Academy, Inc. and McKeel Academy Mulberry, LLC.

DESCRIPTION

The Polk County Industrial Development Authority (the "Authority") previously adopted on May 14, 2026, its Resolution approving the issuance of the Authority's Industrial Development Revenue Bonds (The Schools of McKeel Academy Project) in a maximum stated principal amount not to exceed $30,000,000 (the "Bonds"), to provide funds, as part of a plan of finance, to make a loan to The Schools of McKeel Academy, Inc., a Florida not-for-profit corporation ("TSMA"), and McKeel Academy Mulberry, LLC, a Florida limited liability company (and together with TSMA, collectively, the "Borrowers") to (i) in a maximum principal amount not to exceed $4,000,000 to refinance TSMA's obligations with respect to an outstanding loan from SouthState Bank, N.A., which was used to refinance existing obligations and to finance certain renovations and construction of new educational facilities located at 411 North Florida Avenue, Lakeland, Florida 33801; (ii) in a maximum principal amount not to exceed $17,000,000 to finance or refinance the acquisition, renovation, expansion, design, construction, equipping, and/or furnishing of certain educational facilities of the Borrowers located at 2210, 2222 and 2310 Edgewood Drive in Lakeland, Florida 33803; (iii) in a maximum principal amount not to exceed $7,000,000 to finance the acquisition, renovation, expansion, design, construction, equipping, and/or furnishing of an existing educational facility located at 1400 Dean Street in Mulberry, Florida 33860; (iv) in a maximum principal amount not to exceed $2,000,000 to fund the acquisition of five acres of land for school purposes located at 0 Edgewood Drive South, Lakeland, Florida 33803; (v) fund necessary reserves; (vi) pay capitalized interest on the Bonds, if deemed necessary or desirable; and (vii) pay costs of issuance (collectively, the "Project"), the principal users of all of such facilities will be the Borrowers; to be financed as qualified 501(c)(3) bonds under Section 145 of Internal Revenue Code of 1986, as amended (the "Code").

The Authority has requested 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 $30,000,000, to finance the Project.

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 May 14, 2026.

The Project and the issuance of the Bonds to finance the Project will have a substantial public benefit. 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 Borrower.

RECOMMENDATION

Recommend Board approve resolution.

FISCAL IMPACT

None.

CONTACT INFORMATION

Randy Mink
County Attorney
863-534-7679

RESOLUTION NO. 2026-___

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 (THE SCHOOLS OF MCKEEL ACADEMY PROJECT), IN A MAXIMUM STATED PRINCIPAL AMOUNT NOT EXCEEDING $30,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO MAKE A LOAN TO THE SCHOOLS OF MCKEEL ACADEMY, INC., AND MCKEEL ACADEMY MULBERRY, LLC, FOR THE FINANCING OR REFINANCING OF THE ACQUISITION, RENOVATION, EXPANSION, DESIGN, CONSTRUCTION, EQUIPPING, AND/OR FURNISHING OF EDUCATIONAL FACILITIES LOCATED IN POLK COUNTY, FLORIDA, WHICH FACILITIES ARE TO BE OPERATED BY THE SCHOOLS OF MCKEEL ACADEMY, INC., AND MCKEEL ACADEMY MULBERRY, LLC.

WHEREAS, the Polk County Industrial Development Authority (the "Authority") previously adopted on May 14, 2026, its Resolution approving the issuance of the Authority's Industrial Development Revenue Bonds (The Schools of McKeel Academy Project) in a maximum stated principal amount not to exceed $30,000,000 (the "Bonds"), to provide funds, as part of a plan of finance, to make a loan to The Schools of McKeel Academy, Inc., a Florida not-for-profit corporation ("TSMA"), and McKeel Academy Mulberry, LLC, a Florida limited liability company (and together with TSMA, collectively, the "Borrowers") to (i) in a maximum principal amount not to exceed $4,000,000 to refinance TSMA's obligations with respect to an outstanding loan from SouthState Bank, N.A., which was used to refinance existing obligations and to finance certain renovations and construction of new educational facilities located at 411 North Florida Avenue, Lakeland, Florida 33801; (ii) in a maximum principal amount not to exceed $17,000,000 to finance or refinance the acquisition, renovation, expansion, design, construction, equipping, and/or furnishing of certain educational facilities of the Borrowers located at 2210, 2222 and 2310 Edgewood Drive in Lakeland, Florida 33803; (iii) in a maximum principal amount not to exceed $7,000,000 to finance the acquisition, renovation, expansion, design, construction, equipping, and/or furnishing of an existing educational facility located at 1400 Dean Street in Mulberry, Florida 33860; (iv) in a maximum principal amount not to exceed $2,000,000 to fund the acquisition of five acres of land for school purposes located at 0 Edgewood Drive South, Lakeland, Florida 33803; (v) fund necessary reserves; (vi) pay capitalized interest on the Bonds, if deemed necessary or desirable; and (vii) pay costs of issuance (collectively, the "Project"), the principal users of all of such facilities will be the Borrowers; to be financed as qualified 501(c)(3) bonds under Section 145 of Internal Revenue Code of 1986, as amended (the "Code"); 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 $30,000,000, 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 May 14, 2026, 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 Code 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 maximum stated principal amount not exceeding $30,000,000, in one or more series, as part of a plan of finance, to finance the cost of the Project.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon its passage.

Passed and duly adopted at a regular meeting of the Board of County Commissioners of Polk County, Florida on the 2nd day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
OF POLK COUNTY, FLORIDA

By:_____
Chair

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

#537598123_v3

EXHIBIT "A"

Affidavit of Publication

(attached)

USA TODAY CO.

LocaliQ

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:

LKL The Ledger - News Chief 05/07/2026
LKL theledger.com 05/07/2026

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 05/07/2026

Legal Clerk

Notary, State of WI, County of Brown

9-3-29

My commission expires

Publication Cost:	$651.44	
Tax Amount:	$0.00	
Payment Cost:	$651.44	
Order No:	12307836	# of Copies:
Customer No:	1457021	0
PO #:	LSAR0511141	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
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 May 14, 2026, 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 an aggregate maximum stated principal amount not exceeding $30,000,000 (the "2026 Bonds") as part of a plan of financing in one or more series. Proceeds of the 2026 Bonds will be loaned by the Authority to The Schools of McKeel Academy, Inc., a Florida not for profit corporation ("TSMA"), qualifying under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and McKeel Academy Mulberry, LLC, a Florida limited liability company qualifying as a disregarded entity under the Code (together with TSMA, the "Borrowers"), and used for the purpose of providing funds, together with other available funds, to (i) in a maximum principal amount not to exceed $4,000,000 to refinance TSMA's obligations with respect to an outstanding loan from SouthState Bank, N.A., which was used to refinance existing obligations and to finance certain renovations and construction of new educational facilities located at 411 North Florida Avenue, Lakeland, Florida 33801; (ii) in a maximum principal amount not to exceed $17,000,000 to finance or refinance the acquisition, renovation, expansion, design, construction, equipping, and/or furnishing of certain educational facilities of the Borrowers located at 2210, 2222 and 2310 Edgewood Drive in Lakeland, Florida 33803; (iii) in a maximum principal amount not to exceed $7,000,000 to finance the acquisition, renovation, expansion, design, construction, equipping, and/or furnishing of an existing educational facility located at 1400 Dean Street in Mulberry, Florida 33860; (iv) in a maximum principal amount not to exceed $2,000,000 to fund the acquisition of five acres of land for school purposes located at 0 Edgewood Drive South, Lakeland, Florida 33803; (v) fund necessary reserves; (vi) pay capitalized interest on the 2026 Bonds, if deemed necessary or desirable; and (vii) pay costs of issuance. The 2026 Bonds will be issued as qualified 501(c)(3) bonds under Section 145 of the Code. Each of the facilities described above are or will be owned by and the principal users will be the Borrowers.

The Authority shall not be obligated to pay the 2026 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 2026 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

May 7 2026

LSAR0511141

Polk County

Board of County Commissioners

Agenda Item R.52. 6/2/2026

SUBJECT

Adopt resolution amending Resolution No. 2025-127, which combined all phases of Solivita Special Street Lighting Areas into one single Solivita Phase 1 Special Street Lighting district, to correct for a scrivener's error and restate the corrected Resolution in full.

DESCRIPTION

Solivita Phase 1 and the adjacent Solivita street lighting special assessment areas are platted subdivisions located in the Poinciana area. In 2000, the Polk County Board of County Commissioners adopted Ordinance No. 2000-098 creating the Solivita Phase 1 Special Street Lighting District. Since then, 45 Solivita Street Lighting Districts have been established. On October 7, 2025, the Board of County Commissioners of Polk County adopted Resolution 2025-127 amending and combining all phases under the SOLIVITA Property Owner's Association, Inc. under a single street lighting area, SOLIVITA PHASE 1. The Resolution contained the incorrect legal description for one of the SOLIVITA phases, Solivita IIB. The proposed Resolution corrects for the scrivener's error and restates the corrected resolution in its entirety.

RECOMMENDATION

Adopt the proposed resolution amending Resolution No. 2025-127, which combined all phases of Solivita Special Street Lighting Areas into one single Solivita Phase 1 Special Street Lighting district, to correct for a scrivener's error and restate the corrected Resolution in full.

FISCAL IMPACT

No fiscal impact. Costs of operation and maintenance of the amended Solivita Phase 1H Street Lighting Assessment Area are paid by the lot owners through an annual special assessment.

CONTACT INFORMATION

Noah Milov
Assistant County Attorney
863-534-7664

RESOLUTION - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA AMENDING RESOLUTION 2025-127 TO CORRECT SCRIVENER'S ERROR AND RESTATING THE SOLIVITA STREET LIGHTING ASSESSMENT AREA IN FULL BY COMBINING SOLIVITA PHASE 1 WITH SOLIVITA PHASE IIA, SOLIVITA PHASE IIB, SOLIVITA PHASE IIC, SOLIVITA PHASE IID, SOLIVITA PHASE 1D, SOLIVITA PHASE IVA, SOLIVITA PHASE IVB, SOLIVITA PHASE IVC SECTION 1, SOLIVITA PHASE IVC SECTION 2, SOLIVITA PHASE IIIA, SOLIVITA PHASE 1E, SOLIVITA PHASE VIA, SOLIVITA PHASE IIIB, SOLIVITA PHASE VIB, SOLIVITA PHASE 7A, SOLIVITA PHASE 7C, SOLIVITA PHASE 7B 1, SOLIVITA PHASE 7B 2, SOLIVITA PHASE 7D, SOLIVITA PHASE 7G-1, SOLIVITA PHASE 5F, SOLIVITA PHASE 1H, SOLIVITA PHASE 7G – UNITE 1, SOLIVITA PHASE 1H UNIT 2, SOLIVITA PHASE 7G – UNIT 2, SOLIVITA PHASE 7E – UNIT 1, SOLIVITA PHASE 7E UNIT 2, SOLIVITA PHASE 1C, SOLIVITA PHASE 1H UNIT 3, SOLIVITA PHASE G J, SOLIVITA PHASE 5F – UNIT 1 REPLAT, SOLIVITA PHASE 5I, SOLIVITA PHASE 1F UNIT 1, SOLIVITA PHASE 1F UNIT 2, SOLIVITA PHASE 7F, SOLIVITA PHASE 5A, SOLIVITA PHASE 5E-S, SOLIVITA PHASE 5E-W, SOLIVITA PHASE 5H UNIT 1, SOLIVITA PHASE 5B, SOLIVITA PHASE 5 E-S AMENDMENT, SOLIVITA PHASE 5H UNIT 2, SOLIVITA PHASE 5H UNIT 3, SOLIVITA PHASE 5C, AND SOLIVITA PHASE 5D; PROVIDING AUTHORITY, PROVIDING DEFINITIONS; PROVIDING FINDINGS; PROVIDING LIGHTING SERVICES; PROVIDING METHOD OF APPORTIONMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 7, 2025, the Board of County Commissioners of Polk County adopted Resolution 2025-127 amending and combining all phases under the SOLIVITA Property Owner's Association, Inc. under a single street lighting area, SOLIVITA PHASE 1; and

WHEREAS, Resolution 2025-127 contained the incorrect legal description for one of the SOLIVITA phases, Solivita IIB; and

WHEREAS, this Resolution shall amend Resolution 2025-127 to correct the scrivener's error, as further set forth below; and

WHEREAS, for ease of reference, SOLIVITA PHASE 1 will be restated in its corrected entirety.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida, in regular session duly assembled:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the Master Street Lighting Assessment Ordinance (Ordinance 18-066), Article VIII, Section 1, Florida Constitution, Chapter 125, Florida Statutes, the Polk County Home Rule Charter, and other applicable provisions of law.

SECTION 2. DEFINITIONS. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Master Street Lighting Assessment Ordinance.

SECTION 3. GENERAL FINDINGS. It is hereby ascertained, determined and declared that:

(A) Pursuant to Article VIII, Section 1 of the Florida Constitution, and sections 125.01 and 125.66, Florida Statutes, and other applicable provisions of law, the Board has all powers of local self-government to perform county functions and to render county services except when prohibited by law and such power may be exercised by the enactment of legislation in the form of County ordinances.

(B) Pursuant to Section 125.01(1)(q), Florida Statutes, the Board has an enumerated county power to establish, merge, and abolish municipal service benefit units for any part or all of the county within which may be provided street lighting services, facilities, and programs with funds provided from special assessments. The Street Lighting Assessment Areas are municipal service benefit units within the meaning and intent of Section 125.01(1)(q), Florida Statutes.

(C) Polk County created the SOLIVITA PHASE 1 Street Lighting Assessment Area ("SLAA") in 2000 pursuant to Polk County Resolution No. 2000-094 for the purpose of providing continued street lighting in the SLAA. (Polk County

Ordinance No. 2000-94 has been subsequently repealed and replaced by the Master Street Lighting Assessment Ordinance.

(D) The SOLIVITA Property Owners' Association, Inc. has requested that the legal description of the SLAA to be amended to add all phases of the Solivita Special Street Lighting Areas into one.

(E) The owners who own over 75% percent of the properties to be included in the SLAA has petitioned for the legal description of the SLAA to be amended to add the platted developments for all Solivita Special Street Lighting Areas.

(F) The Board has enacted the Master Street Lighting Assessment Ordinance to provide for the creation and amending of Street Lighting Assessment Areas, authorize the imposition of Street Lighting Assessments to fund the Street Lighting Service Cost to benefitted property located therein.

(G) It is consistent with the Florida Supreme Court case of City of Winter Springs v. State, 776 So. 2d 255 (Fla. 2001), that street lighting provides a special benefit to property by enhancing the aesthetics, safety, value and the use and enjoyment of property.

(H) The Street Lighting Services will provide a special benefit to all Tax Parcels of Assessed Property by protecting and enhancing the value, use and enjoyment of such property. The provision of street lights and the operation and maintenance of those lights will provide better and easier nighttime recognition and identification, which enhances safety and access to property; provide enhanced roadway lighting that is intended to produce quick, accurate, and comfortable seeing at night that will safeguard, facilitate, and encourage vehicular and pedestrian traffic on the

roadways abutting and serving the Assessed Property; provide a reduction in nighttime accidents occurring on or adjacent to Assessed Property resulting from the proper use of nighttime lighting; aid to public safety services (such as police, fire & rescue) in responding to the Assessed Property; provide better property identification and recognition of property; will enhance the aesthetics, value, use, enjoyment, safety and access to Assessed Property; and facilitate traffic flow to and from the Assessed Property during nighttime hours.

(I) It is consistent with City of Winter Springs v. State that the benefit received by non-assessment area residents en route to other parts of the County is incidental to the benefits received by the properties within the assessment area.

(J) The imposition and levy of an annual Street Lighting Assessment is the most equitable and efficient method of allocating and apportioning the costs of the street lights within the Street Lighting Assessment Area.

SECTION 4. AMENDMENT OF STREET LIGHTING ASSESSMENT AREA.

The SOLIVITA PHASE 1 Street Lighting Assessment Area is hereby amended and shall include the lands described as:

Lots 1 through 401, Solivita Phase 1, as recorded in Plat Book 112, Pages 1 through 14, Public Records of Polk County, Florida being in Sections 13, 14, 23, and 24, Township 27 South, Range 28 East Polk County, Florida;

AND

Lots 3 through 81, Solivita IIA, as recorded in Plat Book 115, Pages 9 through 11, Public Records of Polk County, Florida, being in Section 22 and 23, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 82 through 273, Solivita IIB, as recorded in Plat Book 115, Pages 34 through 38, Public Records of Polk County, Florida, being in Section 22, 23, 26, and 27, Township 27 south, Range 28 East, Polk County, Florida LESS AND EXCEPT that portion of Lot 82 that was re-platted in Solivita Phase IVB as recorded in Plat Book 121, Pages 2 through 6 of said Public Records;

AND

Lots 274 through 475 and Lots 646 through 659, Solivita IIC, as recorded in Plat Book 118, Pages 12 through 16, Public Records of Polk County, Florida, being in Section 23, 24, and 26, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 476 through 645 and Lots 660 through 695, Solivita Phase IID, as recorded in Plat Book 118, Pages 17 through 20, Public Records of Polk County, Florida, being in Sections 23, 24, and 26, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 1 through 65, Solivita Phase ID, as recorded in Plat Book 122, Pages 9 through 11, Public Records of Polk County, Florida, being in Sections 13 and 14, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 1 through 92, Solivita Phase IVA, as recorded in Plat Book 120, Pages 13 through 17, Public Records of Polk County, Florida, being in Sections 14, 15, 22, and 23, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 12 through 177, Solivita Phase IVB, as recorded in Plat Book 121, Pages 2 through 6, Public Records of Polk County, Florida, being in Sections 22 and 23, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 1 through 65, and 429 through 439, Solivita Phase IVC Section 1, as recorded in Plat Book 124, Pages 15 through 18, Public Records of Polk County, Florida, being in Sections 22 and 23, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 66 through 428 and Lot 440, Solivita Phase IVC Section 2, as recorded in Plat Book 124, Pages 33 through 38, Public Records of Polk County, Florida, being in Sections 22, 23, 26 and 27, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 1 through 83, and Lots 283 through 507, Solivita Phase IIIA**,** as recorded in Plat Book 127, Pages 10 through 13, Public Records of Polk County, Florida, being in Sections 13 and 24, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 1 through 84, Solivita Phase IE, as recorded in Plat Book 128, Pages 27 through 30, Public Records of Polk County, Florida, being in Sections 13 and 14, Township 27 South, Range 28 East, Polk County, Florda;

AND

Lots 1 through 120, Solivita Phase VIA, as recorded in Plat Book 131, Pages 30 through 35, Public Records of Polk County, Florida, being in Section 13, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 84 through 282, Solivita Phase IIIB, as recorded in Plat Book 131, Pages 36 through 39, Public Records of Polk County, Florida, being in Section 24, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 1 through 102, Solivita Phase VIB, as recorded in Plat Book 133, Pages 14 through 17, Public Records of Polk County, Florida, being in Section 13, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 1 through 259, Solivita Phase 7A, as recorded in Plat Book 134, Pages 20 through 31, Public Records of Polk County, Florida, being in Sections 15, 16, 21, 22, and 27, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 1 through 202, Solivita Phase 7C, as recorded in Plat Book 136, Pages 3 through 5, Public Records of Polk County, Florida, being in Sections 15 and 22, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 1 through 101 and Lots 192 through 250 and Lots 392 through 446, Solivita Phase 7B 1, as recorded in Plat Book 136, Pages 14 through 18, Public Records of Polk County, Florida, being in Section 22, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 102 through 191 and Lots 251 through 391, Solivita Phase 7B 2, as recorded in Plat Book 136, Pages 39 through 41, Public Records of Polk County, Florida, being in Section 22, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 1 through 203, Solivita Phase 7D, as recorded in Plat Book 137, Pages 9 through 16, Public Records of Polk County, Florida, being in Sections 15, 16, and 22, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 204 through 208, Solivita Phase 7G-1, as recorded in Plat Book 143, Pages 13 through 15, Public Records of Polk County, Florida, being in Section 22, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 29 through 146, Solivita Phase SF, as recorded in Plat Book 145, Pages 1 through 5, Public Records of Polk County, Florida, being in Section 14, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 1 through 16, Solivita Phase 1H, as recorded in Plat Book 153, Pages 14 and 15 of the Public Records of Polk County, Florida, being in Section 14, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 1 through 97, Solivita Phase 7G-Unit 1, as recorded in Plat Book 153, Pages 36 through 39 of the Public Records of Polk County, Florida; being in Sections 15, 21, and 22, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 17 through 36, Solivita Phase 1H Unit 2, as recorded in Plat Book 154, Pages 41 and 42 of the Public Records of Polk County, Florida, being in Section 14, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 98 through 278, Solivita Phase 7G-Unit 2, as recorded in Plat Book 155, at Pages 4 through 8, Public Records of Polk County, Florida, being in Sections 15, 21, and 22, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 17 through 93, Solivita Phase 7E-Unit 1, as recorded in Plat Book 155, at Pages 9 and 10, Public Records of Polk County, Florida, being in Sections 15 and 16, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 1 through 16, and Lots 94 through 165, Solivita Phase 7E Unit 2, as recorded in Plat Book 155, Pages 13 through 16, Public Records of Polk County, Florida, being in Sections 15 and 16, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 1 through 36, Solivita Phase lC, as recorded in Plat Book 155, at Pages 44 and 45, Public Records of Polk County, Florida, being in Sections 14 and 23, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lot 37 and Tract A, Solivita Phase 1H Unit 3, as recorded in Plat Book 157, Page 9, of the Public Records of Polk County, Florida, being in Section 14, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 623 through 630, Solivita Phase SJ, as recorded in Plat Book 157, Pages 10 and 11, Public Records of Polk County, Florida, being in Section 15, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 1 through 28, and Lots 147 through 170, Solivita Phase SF - Unit 1 Replat, as recorded in Plat Book 157, Pages 33 through 47, Public Records of Polk County, Florida, being in Section 14, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 601 through 622, Solivita Phase 51, as recorded in Plat Book 158, Pages 1 through 4, Public Records of Polk County, Florida, being in Section 15, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 72 through 140, and Lots 201 through 206, Solivita Phase lF Unit 1, as recorded in Plat Book 158, Pages 46 through 49, Public Records of Polk County, Florida, being in Sections 14, and 23, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 37 through 71, and Lots 141 through 200, Solivita Phase lF Unit 2, as recorded in Plat Book 160, Pages 14 through 16, Public Records of Polk County, Florida, being in Sections 14 and 23, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 1 through 92, Solivita Phase 7F, as recorded in Plat Book 161, Pages 7 through 10, Public Records of Polk County, Florida, being in Section 15, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 1 through 122, Solivita Phase SA, as recorded in Plat Book 165, Pages 10 through 21, Public Records of Polk County, Florida, being in Section 15, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 494 through 539, and Lot 547, Solivita Phase SE-S, as recorded in Plat Book 169, Pages 42 through 46, Public Records of Polk County, Florida, being in Section 14, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 1 through 38, Solivita Phase SE-W, as recorded in Plat Book 171, Pages 13 and 14, Public Records of Polk County, Florida, being in Section 14, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 548 through 584, Lots 604 through 611, Lots 628 through 640, and Lots 650 through 692, Solivita Phase SH Unit 1, as recorded in Plat Book 171, Pages 37 through 43, Public Records of Polk County, Florida, being in Sections 14 and 15, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 123 through 251, Solvita Phase SB, as recorded in Plat Book 177, Pages 1 through 4, Public Records of Polk County, Florida, being in Section 15, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 540 through 546, and Lots 548 through 558, Solivita Phase 5 E-S Amendment, as recorded in Plat Book 177, Page 33, Public Records of Polk County, Florida, being in Section 14, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 1 through 21, Plat of Solivita Phase SH Unit 2, as recorded in Plat Book 182, Pages 50 and 51, Public Records of Polk County, Florida, being in Section 14, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 22 through 38, Solivita Phase SH Unit 3, as recorded in Plat Book 186, Pages 22 and 23, Public Records of Polk County, Florida, being in Section 15, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 1 through 115, Solivita Phase SC, as recorded in Plat Book 187, Pages 26 through 30, Public Records of Polk County, Florida, being in Sections 14 and 15, Township 27 South, Range 28 East, Polk County, Florida;

AND

Lots 116 through 215, Solivita Phase SD, as recorded in Plat Book 195, Pages 31 through 33, Public Records of Polk County, Florida, being in Section 14, Township 27 South, Range 28 East, Polk County, Florida.

SECTION 5. LIGHTING SERVICES.

(A) The SOLIVITA PHASE 1 Street Lighting Assessment Area, as amended by this Resolution, shall consist of the following street lighting poles and lights which have been or will be installed, operated and maintained by DUKE ENERGY ("Power Company"):

1802 – Light Fixtures

1605 - Poles

(B) The estimated annual Street Lighting Assessment Cost is $668,010.80.

(C) The initial estimated Street Lighting Assessment for the Fiscal Year beginning October 1, 2026 is $122.00.

(D) Changes to the Lighting Services can be made in accordance with the Master Street Lighting Assessment Ordinance.

SECTION 6. Method of Apportionment.

(A) The Street Lighting Assessments shall generally be levied equally upon each Assessment Unit assigned to each Tax Parcel provided with Street Lighting Services as shown on the Property Appraiser's tax roll.

(B) The standard Assessment Unit for the Street Lighting Assessment Area shall be a Lot.

(C) The annual Street Lighting Assessments shall generally be calculated for each Tax Parcel, excluding the Excluded Parcels, in the following manner:

1) ANNUAL SERVICE COMPONENT. The Annual Service Component shall be calculated for each Fiscal Year for each Tax Parcel by dividing the number of Assessment Units attributable to such Tax Parcel by the total number of Assessment Units attributable to all Tax Parcels within Street Lighting Assessment Area, and multiplying the result by the estimated Street Lighting Assessed Cost.

2) ASSESSMENT COLLECTION COST. The Assessment Collection Cost shall be computed each Fiscal Year for each Tax Parcel by (1) dividing (a) the Annual Service Component for such Tax Parcel by (b) the Street Lighting Assessed Cost and (2) multiplying the result by the Assessment Collection Cost.

3) STATUTORY DISCOUNT AMOUNT. The Statutory Discount Amount shall be computed for each Tax Parcel by deducting (1) the sum of (a) the Annual Service Component and (b) the Assessment Collection Cost, from (2) the amount computed by dividing (a) the sum of (i) the Annual Service Component and (ii) the Assessment Collection Cost, by (b) the factor of 0.95.

4) STREET LIGHTING ASSESSMENT. The annual Street Lighting Assessment for each Tax Parcel shall be computed as the sum of (1) the Annual Service Component, (2) the Assessment Collection Cost, and (3) the Statutory Discount Amount.

SECTION 7. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall remain in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 8. EFFECTIVE DATE. Because the purpose of this Resolution is to correct a scrivener's error in a certain legal description and no substantive changes are being made to Resolution 2025-127, the effective date of this Resolution shall be October 7, 2025.

DULY ADOPTED this 2nd day of June, 2026.

ATTEST:	BOARD OF COUNTY COMMISSIONERS
STACY M. BUTTERFIELD, CPA,	POLK COUNTY, FLORIDA
CLERK	
By_____	By_____
Deputy Clerk	Martha Santiago, Ed.D., Chair

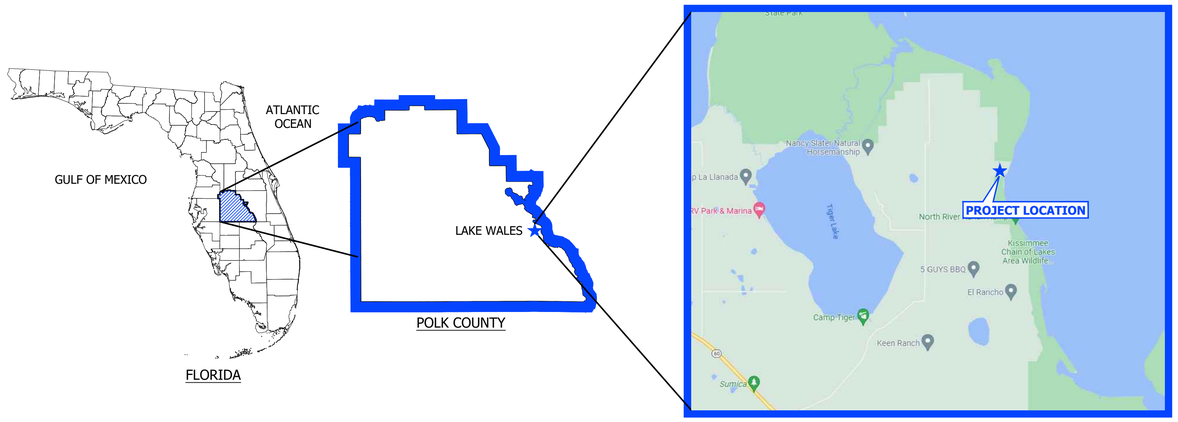
LAKE KISSIMMEE DUCK CAMP

CONDITIONAL USE MODIFICATION PLANS

LOCATION

Section 03, Township 30S, Range 30E

POLK COUNTY, FLORIDA



VICINITY MAP

PREPARED FOR

KDC FOREVER LLC
439 S FLORIDA AVE, STE 201
LAKELAND, FL 33801

PREPARED BY

TRADITIONS ENGINEERING, LLC
6039 CYPRESS GARDENS BLVD, #290
WINTER HAVEN, FL 33884
PHONE: (863) 397-1626
FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #35178

SHEET INDEX				
#	SHEET TITLE	ISSUE DATE	REV #	REV DATE
C-100	COVER PAGE	--	--	--
C-200	CU MOD PLAN	--	--	--

REVISION HISTORY

No.	DATE	DESCRIPTION
1	11/21/2025	INITIAL SUBMITTAL TO POLK COUNTY
2	02/18/2026	RESUBMITTAL TO POLK COUNTY

CONSTRUCTION MATERIALS QUALITY AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH POLK COUNTY AND FDOT SPECIFICATIONS AND STANDARDS, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES [(S704.4.M)(S804)(A)3K); (S824(B)(5)].

POLK COUNTY LAND DEVELOPMENT DIVISION STANDARD NOTES

1. Traffic signs and pavement markings shall be installed prior to opening a new or modified road.
2. All construction shall conform to the requirements of Appendix A of the Polk County Land Development Code and the Polk County Utilities Code, as applicable.
3. Changes from plans or specifications substantially affecting conformance to standards or performance of systems must be submitted in a written request by the Engineer of Record and receive written approval by the County Engineer prior to the implementation of such changes, unless otherwise provided for in the Polk County Land Development Code or the Polk County Utilities Code. Major modifications may require an approval by the Development Review Committee. In such cases, the applicant shall submit the appropriate application and fees for a new review at the Level of the original approval, or Level 2, whichever is greater.
4. The Contractor shall notify Polk County Inspections Staff (863) 534-6449, at least five (5) working days prior to commencement of construction and prior to any activity requiring inspection, including site paving.
5. To schedule the required Pre-Construction meeting, the Engineer of Record shall contact the Polk County Land Development Division, office of the County Engineer at (863) 534-6449.
6. At the completion of construction, and prior to beneficial use of any facility or system, as-built Record Drawings shall be submitted and approved in accordance with Polk County Utilities Code, Chapter 2, Part 3.01 and the Polk County Land Development Code, Appendix A, Section A406.C.
7. MOT for the project will be in accordance with the current FDOT Traffic Control Requirements Through Work Zones, Section 102-600 series, of the FDOT Standard Plans.
8. The asphalt pavement will extend ¼ inch above the road side edge for all curb and gutter constructed on public or private roads.
9. Polk County is not responsible for Design and/or Plan errors. All construction within Polk County R/W shall be in accordance with Polk County and FDOT standards and specifications. All construction shall conform to the requirements of Appendix A of the Polk County Land Development Code and the Polk County Utilities Code, as applicable.

811 Know what's below. Call before you dig.

This item has been digitally signed and sealed by the engineer on the date indicated hereon. Printed copies of this document are not considered signed and sealed. Signature must be verified on any electronic copies.

REVISION NO. | DATE | DESCRIPTION

Charles R Brooker
Digitally signed by Charles R Brooker
Date: 2026.02.18 15:34:09 -05'00'

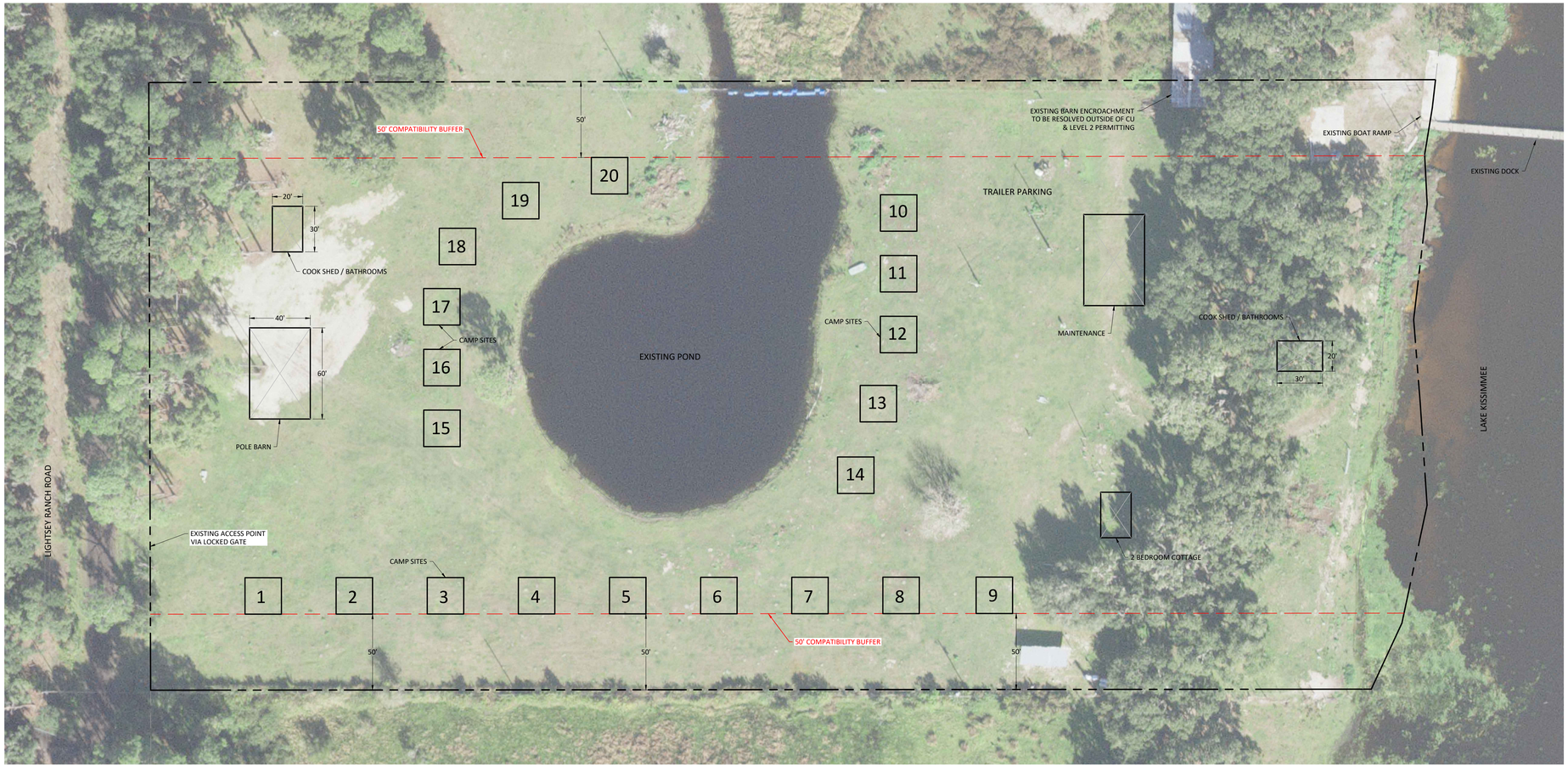
CLIENT: KDC FOREVER LLC
PROJECT NAME: KISSIMMEE DUCK CAMP

COVER PAGE

SAM KEEN ROAD, LAKE WALES, FLORIDA 33898

TRADITIONS ENGINEERING

PROJECT NUMBER 23-3
SHEET NUMBER C-100

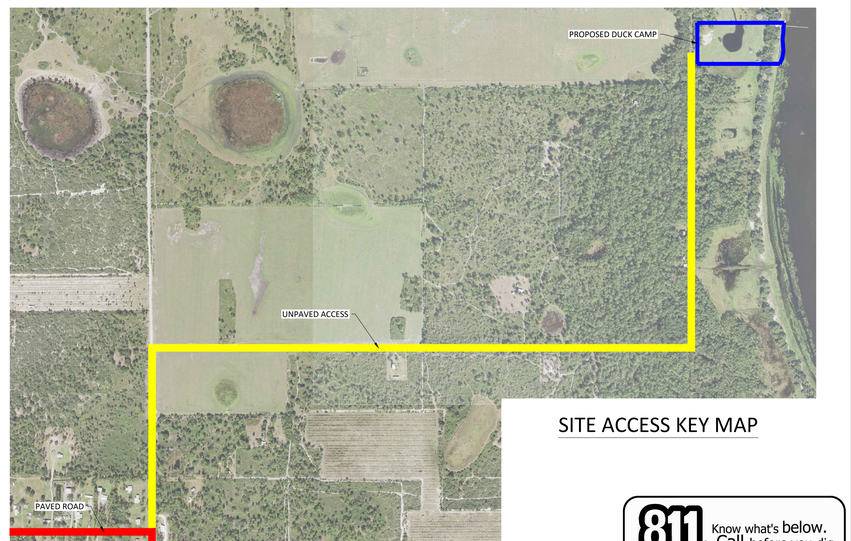


N

0 40 80 FEET

PROPOSED CONDITIONAL USES
- (20) RECREATIONAL VEHICLE OR CABIN SITES WITH WATER, SEPTIC, AND ELECTRICAL SERVICE - (1) 2-BEDROOM GUEST COTTAGE - (1) MAINTENANCE BUILDING - (1) EXISTING GASOLINE TANK WITH DISPENSING PUMP - (1) BOAT TRAILER PARKING AREA - (1) EXISTING 475' PIER ON LAKE KISSIMMEE - (1) BATH HOUSE - (1) KITCHEN/COOK HOUSE - (1) STORAGE SHED/POLE BARN

PROPOSED CAMP SITES
- TENTS - RV PADS - CAMPERS/5TH WHEELS - MINI-CABIN - SHEDS - PREFAB CAMP BUILDINGS - OTHER TEMPORARY AND PERMANENT STRUCTURES AS NEEDED *** ALL PERMANENT CAMP SITES TO BE UNDER 400 SQ FT



SITE ACCESS KEY MAP

811 Know what's below. Call before you dig.

This item has been digitally signed and sealed by the engineer on the date indicated hereon. Printed copies of this document are not considered signed and sealed. Signature must be verified on any electronic copies.

REVISION NO.	DATE	DESCRIPTION

CHARLES R. BROOKER III, P.E.
LICENSE NO. 88615

CLIENT: KDC FOREVER LLC

PROJECT NAME: KISSIMMEE DUCK CAMP

CU MOD PLAN

SAM KEEN ROAD, LAKE WALES, FLORIDA 33898

TRADITIONS ENGINEERING

PROJECT NUMBER
23-3

SHEET NUMBER
C-200

2065