

PROFESSIONAL SERVICE AGREEMENT

THIS PROFESSIONAL SERVICE AGREEMENT (the “Agreement”) is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida 33830, and CivilSurv Design Group, Inc. (the “Consultant”) a Florida corporation, headquartered at 2525 Drane Field Road, Suite 7, Lakeland, Florida 33811 whose Federal Employer Identification Number is 27-1816201.

WHEREAS, the County requires certain professional services in connection with the Caspian Road sidewalk permitting, design, and construction bid documents; and,

WHEREAS, the County has solicited for these services via RFP 25-697, an advertised request for proposals (the “RFP”), and has received numerous responsive proposals thereto; and

WHEREAS, pursuant to the RFP, the County has selected the Consultant and the Consultant remains agreeable to providing the County the professional services described herein, and the Consultant represents that it is capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the parties hereby agree, as follows:

1.0 Effective Date; Term

1.1 The Consultant shall complete the Project within 365 calendar days or until completion of the construction project, subject to an Event of Force Majeure as defined in Section 30.0, unless otherwise approved by the County in its sole and absolute discretion, commencing upon issuance of the Notice to Proceed.

2.0 Consultant Services

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the “Services”) further described in (i) the County’s Request for Proposal RFP #25-697, to include all attachments and addenda, (ii) the Consultant’s responsive proposal thereto, and (iii) the scope of services (collectively, (i) (ii), and (iii) are “RFP 25-697”), all of which are incorporated into this Agreement by this reference, attached as a composite Exhibit “A” and made a part of this Agreement.

3.0 Compensation

3.1 General

3.1.1 In consideration for its providing the Services, the County shall pay the Consultant the lump sum amount of \$194,700.00 as stated in Exhibit "A-iii" Compensation, which is attached hereto and made a part of this Agreement. Exhibit A-iii identifies the Services by Task Item, the Consultant shall bill the County for all Services it performs by the applicable Task Item.

3.1.2 The Consultant shall invoice the County monthly for Services rendered as outlined in Exhibit "A-iii". All such invoices shall be based upon the percentage of work completed for each Task Item, as set for on Exhibit "A-iii", for the preceding month. Each invoice shall include a description of work performed or milestone achieved. No invoices shall be issued or paid for services that have not been performed. The Fee Schedule as stated in Exhibit "B" identifies all Consultant job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification, along with all equipment, materials, and supplies necessary in the performance of the Services. The County shall not be obligated to pay the Consultant (i) for any Services performed by individuals whose job classifications are not listed on the Fee Schedule, and (ii) for the cost of any equipment, material, or supplies not listed on the Fee Schedule that the Consultant may use in performing the Services.

3.1.3 All the Consultant's invoices for payment must reference this Agreement and must be submitted using a form approved by the County Auditor.

3.1.4 Each invoice shall be due and payable forty-five (45) days after the date the County receives a correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Roads and Drainage
PO Box 9005, Drawer TR01
Bartow, FL 33831

3.1.5 The Consultant will clearly state "Final Invoice" on the Consultant's final/last billing for the Services rendered to the County. The Consultant's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Consultant hereby waives any charges not properly included on its Final Invoice.

3.1.6 The County's payment of a Final Invoice shall not constitute

evidence of the County's acceptance of the Consultant's performance of the Services or its acceptance of any of the Consultant's Project work.

3.1.7 All Consultant invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. After examining an invoice, the County may request that the Consultant submit additional documents to support certain fees or charges. Upon receipt of any such request the Consultant shall provide the requested documents or other required information to the County Auditor's satisfaction.

3.1.8 On each invoice submitted, the Consultant's Project Manager or designated payroll officer is attesting to the correctness and accuracy of all fees, time charges and requested reimbursements for which the Consultant seeks payment.

3.1.9 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

3.2 Reimbursable Expenses

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the negotiated Scope of Work (Exhibit A-iii) and in accordance with the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement. The Consultant's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services described in this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses the Consultant incurred directly in connection with the performance of the Services performed in accordance with this Agreement:

Overnight Deliveries

Reproduction

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 (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 any Project work for which the asset was utilized. All such assets must be surrendered by delivery to the applicable County Division responsible for the Project immediately upon (i) demand, (ii) termination of the Agreement, or (iii) the conclusion of the applicable Project, whichever occurs first.

3.2.5 Consultant shall maintain a current inventory of all such assets.

4.0 Consultant's Responsibilities

4.1 The Consultant shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Consultant's performance of the Services pursuant to this Agreement, subject to the cure period provided in Section 26.0, shall become the property of the County after payment is made to the Consultant for such instruments or documents.

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Consultant shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Consultant shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Consultant requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Consultant must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Consultant utilizes any professional associates or subcontractors in the delivery of the Services then the Consultant shall remain solely and fully liable to the County for

the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

10.0 Indemnification of County

Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 Insurance Requirements

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The Commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the

permission of the County. In the event of any failure by the Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Professional Liability. \$2,000,000 for errors and omissions, exclusive of defense costs.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Consultant shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

12.0 Public Entity Crimes

The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

13.0 Non-Discrimination

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Consultant, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Consultant shall designate or appoint one or more Consultant representatives who are authorized to act on behalf of and to bind the Consultant regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 Independent Consultant

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Consultant (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Consultant is to be and shall remain forever an independent Consultant with respect to all Services performed under this Agreement. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Consultant shall have no right to speak for or bind the County in any manner.

18.0 Public Records Law

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public

records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultants shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7670

EMAIL: RMLO@POLK-COUNTY.NET

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in

the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County:

Roads and Drainage Division
PO Box 9005
Drawer TR01
Bartow, FL 33831
Attention: Director

For Consultant:

CivilSurv Design Group, Inc.
2525 Drane Field Road, Suite 7
Lakeland, FL 33811
Attention: Craig R. Fuller, PE

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void

should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Consultant acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Consultant under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an

unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

25.0 Consultant Representations

25.1 The Consultant hereby represents and warrants the following to the County:

25.1.1 Consultant is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Consultant's performance under this Agreement will not violate or breach any contract or agreement to which the Consultant is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Consultant has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Consultant now has and will continue to maintain all licenses and approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Consultant has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Consultant has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Consultant shall exercise the same degree of care, skill, and

diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Consultant shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Consultant is authorized to do so

26.0 Default and Remedy

If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Consultant receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of

the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Consultant shall notify the County if any of the Consultant’s Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Consultant shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County’s request the Consultant shall remove without consequence to the County any of the Consultant’s contractors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Consultant’s proposed changes in Key Personnel. The following individuals shall be considered “Key Personnel:”

Name: Craig R. Fuller, PE

Name: Josue Diaz, PE

Name: Mark J. Frederick, PE, ENV SP, CFM, PMP

Name: Derick Bryant, PE

Name: Meghan Roscoe, EI

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

33.0 No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of

construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

34.0 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.

35.0 SUPPLEMENTAL FEDERAL CLAUSES

The County has received grant funds for all, or a portion of the services provided under this Agreement from U.S. Department of Housing and Urban Development. 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 bid, any resulting award with the prime Consultant, and any resulting contracts between the prime Consultant and subcontractors 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.

A. Contract Work Hours and Safety Standards Act.

(1) **Overtime requirements.** Neither the Consultant, 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 Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant 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 (write in the name of the Federal agency or the loan or grant 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 Consultant or subcontractor under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts.** The Consultant 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 Consultant 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.

B. Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The Consultant 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 Consultant 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 State of Florida Department of Economic Opportunity, U.S. Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding

\$150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Housing and Urban Development.

Federal Water Pollution Control Act

(1) The Consultant 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 Consultant 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 Economic Opportunity, US Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

C. 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 Consultant is required to verify that none of the Consultant, 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 Consultant 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 Consultant 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 of Management 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.

D. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Consultants 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.

E. Procurement of Recovered Materials.

(1) In the performance of this Contract/Purchase Order, the Consultant 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, Consultants 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>.”

F. Domestic Preference

In accordance with 2 CFR §200.322, to the greatest extent practicable and consistent with law 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.

G. 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 Consultant 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, women’s business enterprises, and veteran-owned businesses 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, women’s business enterprises, and veteran-owned businesses;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women’s business enterprises, and veteran-owned businesses; 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.

H. Access to Records. The following access to records requirements apply to this Purchase Order:

(1) The Consultant agrees to provide the Florida Department of Economic Opportunity, Polk County, the U.S. Department of Housing and Urban Development Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Consultant 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 Consultant agrees to provide the U.S. Department of Housing and Urban Development Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Purchase Order.”

I. HUD Seal, Logo, and Flags. The Consultant shall not use the HUD seal(s), logos, crests, or reproductions of flags or likenesses of HUD agency officials without specific HUD pre-approval.

J. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that U.S. Department of Housing and Urban Development financial assistance will be used to fund the Purchase Order only. The Consultant will comply will all applicable federal law, regulations, executive orders, U.S. Department of Housing and Urban Development policies, procedures, and directives.

K. 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, Consultant, or any other party pertaining to any matter resulting from this Purchase Order.

L. Program Fraud and False or Fraudulent Statements or Related Acts.

The Consultant acknowledges that 31 U.S.C. Chapt. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Purchase Order.

M. Default and Remedy

Process. If the Consultant materially defaults in the timely performance of any Contract obligation, or if the Consultant is otherwise in material default of the Contract, including, without limitation,

the Consultant'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 Consultants or providers at the Consultant's sole cost and expense to provide those unperformed or deficient Contract obligations of the Consultant; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Consultant pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Consultant, 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 HUD funding caused, directly or indirectly, by the Consultant's delay. Upon any such termination pursuant to this Section, the County shall pay the Consultant 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 Consultant shall cease.

N. Certain Material Defaults.

Among other matters, including without limitation, the Consultant'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 Consultant's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Consultant's assets, a general assignment by the Consultant for the benefit of creditors, or any action taken by or suffered by Consultant under any insolvency or bankruptcy act; or the Consultant 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.

O. 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.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES' SIGNATURES.)**

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 02/23/2026 (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

FLDLNOF460116802100 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 23rd (Date) February, 2026

(Official Notary Signature and Notary Seal) Sheila M. Flecha (Name of Notary typed, printed or stamped)

Commission Number HH 758102 Commission Expiration Date 01/20/2030



Sheila M. Flecha
Comm.: HH 758102
Expires: Jan. 20, 2030
Notary Public - State of Florida

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-697, Professional Engineering Services for Caspian Road Sidewalk Design

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: CivilSurv Design Group, Inc.

Signature: [Handwritten Signature]

Title: President

Date: 02/23/2026

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of February, 2026 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 FLDL NO: F4601168 02100 as identification.

Notary Public Signature: Sheila M. Flecha

Printed Name of Notary Public: Sheila M. Flecha

Notary Commission Number and Expiration: HH 758102 / 01/20/2030

(AFFIX NOTARY SEAL)



Sheila M. Flecha
Comm.: HH 758102
Expires: Jan. 20, 2030
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.

Civil Surv Design Group, Inc.
NONGOVERNMENTAL ENTITY

[Signature]
SIGNATURE

Craig Fuller
PRINT NAME

President
TITLE

02/23/2026
DATE



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
CIVILSURV DESIGN GROUP, INC.

Filing Information

Document Number P10000009487
FEI/EIN Number 27-1816201
Date Filed 02/01/2010
State FL
Status ACTIVE

Principal Address

2525 DRANE FIELD ROAD
SUITE 7
LAKELAND, FL 33811

Mailing Address

2525 DRANE FIELD ROAD
SUITE 7
LAKELAND, FL 33811

Registered Agent Name & Address

FULLER, CRAIG R
2525 DRANE FIELD ROAD
SUITE 7
LAKELAND, FL 33811

Name Changed: 05/05/2021

Address Changed: 05/26/2015

Officer/Director Detail

Name & Address

Title VP

GLASS, KENNETH T
2525 DRANE FIELD ROAD
SUITE 7
LAKELAND, FL 33811

Title PRESIDENT

FULLER, CRAIG R
2525 DRANE FIELD ROAD
SUITE 7
LAKELAND, FL 33811

Title VP

Frederick, Mark J
2525 DRANE FIELD ROAD
SUITE 7
LAKELAND, FL 33811

Title VP

Morris, Timothy A.
2525 DRANE FIELD ROAD
SUITE 7
LAKELAND, FL 33811

Annual Reports

Report Year	Filed Date
2024	02/15/2024
2025	01/28/2025
2026	01/12/2026

Document Images

01/12/2026 -- ANNUAL REPORT	View image in PDF format
01/28/2025 -- ANNUAL REPORT	View image in PDF format
02/15/2024 -- ANNUAL REPORT	View image in PDF format
02/22/2023 -- ANNUAL REPORT	View image in PDF format
02/24/2022 -- ANNUAL REPORT	View image in PDF format
05/05/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
02/08/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
02/04/2021 -- ANNUAL REPORT	View image in PDF format
02/03/2020 -- ANNUAL REPORT	View image in PDF format
02/19/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/06/2017 -- ANNUAL REPORT	View image in PDF format
01/20/2016 -- ANNUAL REPORT	View image in PDF format
05/26/2015 -- Reg. Agent Change	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/14/2014 -- ANNUAL REPORT	View image in PDF format
02/07/2013 -- ANNUAL REPORT	View image in PDF format
02/27/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2011 -- ANNUAL REPORT	View image in PDF format
02/01/2010 -- Domestic Profit	View image in PDF format

EXHIBIT "A-i"

RFP REGISTRATION

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

RFP Number & Title: 25-697, Professional Engineering Services for Caspian Road Sidewalk Design

Description: Professional Engineering Services for the Caspian Road Sidewalk to include surveying, design, permitting, and final construction bid documents.

Receiving Period: Wednesday, October 1, 2025, prior to 2:00 p.m.

Bid Opening: Wednesday, October 1, 2025, 2:00 p.m.

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

Special Instructions: Questions regarding this RFP must be in writing and must be sent to Ken Brush, Procurement Analyst, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. **All questions must be received by Wednesday, September 17, 2025, by 4:00 p.m.**

RFP REGISTRATION

**FAX THIS FORM BACK IMMEDIATELY IF YOU ARE INTERESTED IN SUBMITTING
FAX: (863) 534-6789**

Carefully complete this form and e-mail or fax it to the Procurement Division. You should submit one form for each proposal that you are registering for. This will assist in receiving addendums for this RFP.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ E-mail: _____

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 #25-697, Professional Engineering Services for Caspian Road Sidewalk Design” 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	25-697
RFP Title	Professional Engineering Services for Caspian Road Sidewalk Design
Due Date/Time:	October 1, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

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 kenbrush@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 25-697 Tab 1"

"RFP 25-697 Tab 2"

"RFP 25-697 Tab 3"

"RFP 25-697 Tab 4"

"RFP 25-697 Tab 5"

"RFP 25-697 Tab 6"

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 Ken Brush at kenbrush@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 25-697
Professional Engineering Services for Caspian Road Sidewalk Design

Sealed proposals will be received in the Procurement Division, **Wednesday, October 1, 2025, prior to 2:00p.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 Ken Brush, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. All questions must be received by Wednesday, September 17, 2025, 4:00 p.m.

Proposers and any prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of a contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
863-534-6757

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks professional engineering services for the “Professional Engineering Services for Caspian Road Sidewalk Design”, the Project.

Polk County’s Selection Process for consultants’ services is in accordance with Section 287.055, Florida Statutes, the Consultants’ Competitive Negotiations Act (“CCNA”). The Professional Services Selection Committee will review the qualifications of all submitting firms.

It is the intent of the County to select and negotiate a Consulting Agreement with one (1) firm.

The County will negotiate a fee schedule and or overall lump sum price as part of “Selection Process”, Elevation Level 4, Contract Negotiations.

Services under this contract will be in compliance with Section 287.055 of the Florida Statutes referred to as the “Consultants’ Competitive Negotiation Act” (CCNA). Polk County’s Procurement Procedure’s Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process.

All services must be performed in accordance with applicable Federal, State and Local regulations.

Only firms that are qualified pursuant to law and that have been prequalified by Florida Department of Transportation (FDOT) to perform the following indicated types of work will be considered responsive.

Work Types: 3.1 – Minor Highway Design

This project is federally funded with assistance from the U.S. Department of Housing and Urban Development (HUD). By submitting a response, the Consultant certifies that they are in compliance with 2 CFR 200 and that no principle is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

The Successful Proposer must register in our new Vendor Database if you have not already done so prior to award of this RFP. 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 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 RFPs.

BACKGROUND/PURPOSE

Caspian Road Sidewalk

The primary purpose of this project is to enhance safety, mobility, and access on this corridor for all road users considering context-sensitive design (opportunities and limitations). A Secondary purpose for undertaking this project is to renew the aesthetic and economic vitality in the area.

The County has applied for and received a grant for this project from the U.S. Department of Housing and Urban Development. The grant agreement and associated reference materials are included with this RFP and are listed below:

- Exhibit A – HUD Grant Award Letter
- Exhibit B – HUD Grant Agreement

EXISTING CONDITIONS

There is currently no sidewalk along either side of Caspian Road from Miriam Lake Road through Pine Street. The current Right of Way width for Caspian Road is a total of 80 ft. There is one stop crossing St. Cloud Rd.

PROPOSED IMPROVEMENTS:

- Construction of a 5-foot sidewalk from Pine Street to Lake Marion Creek Drive.
- Paint crosswalk at St Cloud
- Analyze existing roadside drainage and modify as needed to accommodate new sidewalk.
- Where needed, a retaining wall and handrail will be installed.
- Existing utilities will be required to relocate and/or adjust as needed.
- The project shall meet all ADA and FDOT Standards.

SCOPE OF SERVICES

The scope of work is expected to include, but may not be limited to surveying, design, and permitting (if applicable) a 5-foot-wide sidewalk on one side of roadway from Pine Street to Marion Lake Creek Drive (approximately 2.1 miles in Poinciana, Florida per the Florida Greenbook and Florida Design Manual.

A. Engineering

1. Design and prepare plans for sidewalk construction along Caspian Road from Pine Street to Marion Lake Creek Drive according to the following design standards:
 - a. The Florida Green Book
 - b. The Florida Department of Transportation (FDOT) Design Manual

- c. The FDOT Design Standards.
 - d. The Manual on Uniform Traffic Control Devices (MUTCD).
 - e. The Americans with Disabilities Act (ADA).
2. Prepare design documentation and computation booklets
 3. Prepare construction bid documents and technical specifications and plans.
 4. Coordinate sidewalk location with Polk County within its right of way.
 5. Coordinate with all utility companies during the design process.
 6. Prepare the Southwest Florida Water Management District (SWFWMD) Stormwater Noticed General Permit Application, if necessary.
 7. Provide stormwater/drainage as necessary to accommodate multi-use path and sidewalk in accordance with the FDOT Drainage Manual.
 8. Provide monthly status reports and update meetings through the design and permitting process.
 9. Attend progress meetings with the County as necessary.
 10. Develop probable cost of construction estimate for all design submittals.
 11. Provide any necessary materials to the county project manager to allow for the submittal of semiannual grant reports.

B. Deliverables

1. Electronic Copy in pdf format of 60% Design Plans for the County's review.
2. Electronic Copy in pdf format of 90% Plans and Specifications for the County review.
3. Electronic Copy in pdf format of 100% signed and sealed Construction Plans and Specifications (Released for Construction).
4. Electronic Copy in pdf format of the signed and sealed Design and Plan Summary Boxes.

The finished product will result in County approved plans and specifications and bid documents in both hard copy and electronic versions ready for project bidding and construction during the following fiscal year.

C. Exclusions

Services that are excluded from this RFP are Construction Engineering Inspection (CEI) services. A CEI firm will be selected by separate RFP at a later date.

Polk County Surveying staff may elect to perform all or some of the above tasks, depending on their workload at the time of project commencement:

- Topographic surveying
- Right-of-Way Mapping

AGREEMENT

The term of this agreement is estimated to be for four (4) years. The actual term will be negotiated as part of the Selection Process, Elevation Level 4.

EVALUATION CRITERIA

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested. The Proposal responses shall be contained within a three-ring binder (original and each copy in separate binders). For the purposes of this RFP, **one page equals a single sided page**. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

Tab 1 – Executive Summary

(Items a-c: Maximum of two (2) pages)

- a) Name, company name, address, telephone number, and email address.
- b) State the number of years in business, as the same company/firm.
- c) State the number of full time employees.
- d) Provide documentation showing proper incorporation by the Secretary of State.
- e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055

Tab 2 – Approach to Project (35 Points)

(Maximum of four (4) pages)

- Provide a short narrative project approach outlining how you propose to respond to and manage this project.
- Please describe the specific abilities of the firm/team in regards to this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Briefly describe firm's quality assurance/quality control program.
- Please include a project schedule.

Tab 3 – Experience, Expertise, Personnel & Technical Resources (35 Points)

- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years as the prime firm performing the engineering services for roadway design of similar size and scope. (Limit response to one (1) page per project)
- For each project please provide:
 - a. Name and location of the project;
 - b. Size and cost of the project;
 - c. Project representative name, address, phone number, and email address;
 - d. The date project was completed or is anticipated to be completed; compared to the original date.
 - e. The nature of the firm's responsibility on the project;
 - f. Identify the key staff and their role in each project;
 - g. Identify working relationship of consultants or joint venture on project, if applicable;

- h. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.
 - i. List of any time extensions created by item h above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
 - a) Name and current position held by the person
 - b) Name, title and project assignment
 - c) Experience:
 - 1) Types of projects.
 - 2) Size of projects (dollar value of project).
 - 3) What were their specific project involvements?
- Demonstrate each key staff's availability and office and home location to respond to the needs of the project (Two (2) pages maximum for all key staff members)
- Identify sub consultants to be used, if any. For each sub consultant identified please provide
 - Their locations that can be utilized to expedite a deliverable if required.
 - A brief description of their experience outlining their qualifications to perform the intended services
 - A brief resume for each key personnel that will be assigned to perform the intended services.

Tab 4 – Interaction with County and Regulatory Agency Staff (10 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, stormwater management permitting, consultation, governing regulations; and other related activities. Describe the firm's ability to work with the County's Roads and Drainage Division, Procurement Division, and County Attorney's Office staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies, including, but not limited to FDOT, SWFWMD and FDEP. **(Limit response to one (1) page)**

Tab 5 – Timely Completion of Projects (10 Points)

- Describe the firms' current and future projected workload. Describe specifically the firms' daily ability to handle each aspect of the scope of services described herein. **(Limit response to two (2) pages maximum)**

Tab 6 – Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for all projects identified under Tab 3.

- Completed surveys. (See Exhibit 1) Procurement will take the average of all three surveys and score as follows
 - Average Score between 9-10 10 Points
 - Average Score between 7-8 8 Points
 - Average Score between 5-6 6 Points
 - Average Score between 3-4 4 Points
 - Average Score between 1-2 2 Points
 - Average Score of 0 0 Points

BID OPENING

Submitters 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.

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:
 - Surveys of Past Performance (Tab 6) 10 points

Subtotal Points

10 points

by the process stated under each corresponding Tab description as set forth on Pages 43-56.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:

• Approach to Project (Tab 2)	35 Points
• Experience, Expertise, (Tab 3) Personnel and Technical Resources	35 Points
• Interaction w/ County & Regulatory (Tab 4) Agencies	10 points
• Timely Completion of Projects(Tab 5)	<u>10 points</u>
Subtotal Points	90 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 criterion, 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 will elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee shall elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)

The Selection Committee may be required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the required services. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Past performance
- Willingness to meet time and budget requirements
- 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 the highest-ranked Proposer. After Board approval to

authorize staff to negotiate a contract, said Proposer 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. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer.

GENERAL CONDITIONS

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, and any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon completion execution of a contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. \$2,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

To the maximum extent permitted by law, the Consultant shall indemnify, protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, to the extent arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant or any persons or entities employed or utilized by Consultant in the performance of this Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Consultant or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBEs are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <http://www.polk-county.net/bocccsite/doing-business/bids/>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

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

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of

Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

A copy of the Consulting Agreement to be entered into with the successful proposer(s) is included with this RFP as Attachment A.

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

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal responses shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST

Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <http://www.polk-county.net/docs/default-source/procurement/protest-procedures.pdf?sfvrsn=2>.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The Consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful consultant will complete and submit the form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this

Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

ATTORNEY'S FEES AND COSTS:

Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

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

PUBLIC RECORD LAWS

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records

required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLK-COUNTY.NET**

Scrutinized Companies and Business Operations Certification: Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

- (a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
- (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
- (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
- (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

- (iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.
- B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:
- (i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- (ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

SUPPLEMENTAL FEDERAL CLAUSES

The County has received grant funds for all, or a portion of the services provided under this Agreement from U.S. Department of Housing and Urban Development. 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 bid, any resulting award with the prime Consultant, and any resulting contracts between the prime Consultant and subcontractors 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.

Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. Neither the Consultant, 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 Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant 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 (write in the name of the Federal agency or the loan or grant 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 Consultant or subcontractor under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Consultant 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 Consultant 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.

Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The Consultant 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 Consultant 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 State of Florida Department of Economic Opportunity, U.S. Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Housing and Urban Development.

Federal Water Pollution Control Act

(1) The Consultant 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 Consultant 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 Economic Opportunity, US Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

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 Consultant is required to verify that none of the Consultant, 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 Consultant 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 Consultant 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 of Management 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.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Consultants 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.

Procurement of Recovered Materials.

(1) In the performance of this Contract/Purchase Order, the Consultant 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, Consultants 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>."

Domestic Preference

In accordance with 2 CFR §200.322, to the greatest extent practicable and consistent with law 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.

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 Consultant 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, women's business enterprises, and veteran-owned businesses 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, women's business enterprises, and veteran-owned businesses;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises, and veteran-owned businesses; 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.

Access to Records. The following access to records requirements apply to this Purchase Order:

- (1) The Consultant agrees to provide the Florida Department of Economic Opportunity, Polk County, the U.S. Department of Housing and Urban Development Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Consultant 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 Consultant agrees to provide the U.S. Department of Housing and Urban Development Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Purchase Order."

HUD Seal, Logo, and Flags. The Consultant shall not use the HUD seal(s), logos, crests, or reproductions of flags or likenesses of HUD agency officials without specific HUD pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that U.S. Department of Housing and Urban Development financial assistance will be used to fund the Purchase Order only. The Consultant will comply with all applicable federal law, regulations, executive orders, U.S. Department of Housing and Urban Development policies, procedures, and directives.

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, Consultant, or any other party pertaining to any matter resulting from this Purchase Order.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Purchase Order.

Default and Remedy

Process. If the Consultant materially defaults in the timely performance of any Contract obligation, or if the Consultant is otherwise in material default of the Contract, including, without limitation, the Consultant'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 Consultants or providers at the Consultant's sole cost and expense to provide those unperformed or deficient Contract obligations of the Consultant; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Consultant pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Consultant, 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 CDBG-MIT funding caused, directly or indirectly, by the Consultant's delay. Upon any such termination pursuant to this Section, the County shall pay the Consultant 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 Consultant shall cease.

Certain Material Defaults.

Among other matters, including without limitation, the Consultant'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 Consultant's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Consultant's assets, a general assignment by

the Consultant for the benefit of creditors, or any action taken by or suffered by Consultant under any insolvency or bankruptcy act; or the Consultant 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.

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.

**THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL PROPOSERS:
(SUBMITTAL PAGE)**

Company Name: _____

DBA/Fictitious Name (if applicable): _____

**NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER.
CURRENT W9 SHOULD BE SUBMITTED WITH BID.**

TIN #: _____

(Street No or PO Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization:

- | | | | |
|---------------------------|----------------------|------------------|-------------------|
| _____ Sole Proprietorship | _____ Partnership | _____ Non-Profit | _____ Sub-Chapter |
| _____ Joint Venture | _____ Corporation | _____ LLC | _____ LLP |
| _____ Publicly Traded | _____ Employee Owned | | |

State of Incorporation _____

The Successful proposer must complete and submit this section prior to award. The Successful proposer 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 firm 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 or institution that the work was performed for (i.e. Cactus School District, Rock Industries, City of Austin).
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 (Engineering Services for Lake County Sidewalk Project), Etc.
COST OF SERVICES	Cost of services (\$150,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2024)

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 the name of the Consultant being surveyed.
4. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 6.
5. 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 25-697, Professional Engineering Caspian Road Sidewalk Design

To: _____ (Name of Person completing survey)
 _____ (Name of Client Company/Consultant)
 Phone Number: _____ Email: _____
 Total Annual Budget of Entity _____
 Subject: Past Performance Survey of Similar work:
 Project name: _____
 Name of Vendor being surveyed: _____
 Cost of Services: Original Cost: _____ Ending Cost: _____
 Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/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 25-697, Professional Engineering Services for Caspian Road Sidewalk Design

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.**

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

Company Name: _____

Signature	Title	Date
-----------	-------	------

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 20__, by _____

who has produced (Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(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 _____, 20__.

ATTEST:

CONTRACTOR:

By: _____
PRINTED NAME: _____
Its: _____

By: _____
PRINTED NAME: _____
Its: _____

Exhibit A



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

Tuesday, August 27, 2024

Todd Bond, CPM
Deputy County Manager, Support and Human Services
Polk County
330 West Church Street, P.O. Box 9005, Drawer CA01
Bartow, FL 33831
Email: TODDBOND@polk-county.net

Dear Community Project Funding Grantee,

In the Consolidated Appropriations Act, 2024 (Public Law 118-42) (the FY2024 Act), and the Further Consolidated Appropriations Act, 2024 (Public Law 118-47) (the Further FY2024 Act) Congress made \$3,290,054,336 in funding available for Community Project Funding (CPF). These CPF awards are administered by the Department of Housing and Urban Development (HUD). HUD received the information below about your project from Congress. A Grant Number has been added and will be the unique identifier for your project throughout the grant process.

Grant Number: B-24-CP-FL-0651
Project: Polk County Children and Pedestrian Safety Project
Grantee/Recipient: Polk County
Amount: \$850,000
HUD Grant Officer: Porchia Smith / Porchia.M.Smith@hud.gov
HUD System Officer: Quiana.A.Johnson / Quiana.A.Johnson@hud.gov
HUD Regional Environmental Officer: Jose Cedeno Maldonado / Jose.A.Cedenomaldonado@hud.gov

This letter outlines initial grant award requirements and information needed from you to get started. This Grant Award Package also includes: The "FY2024 Community Project Funding Grant Guide" (FY2024 CPF Grant Guide), the template for your FY2024 Community Project Funding Grant Agreement, and the forms required to complete and submit information online to populate before we sign your FY2024 CPF Grant Agreement. A brief overview of these documents is below:

- 1) **FY2024 CPF Grant Guide:** The FY2024 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2024 CPF Grant Agreement. Please refer to this document as it includes important information and forms for accessing the online system (DRGR), as well as other information concerning reporting requirements.

2) FY2024 CPF Grant Agreement for this Award: The FY2024 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. When you submit your grant materials on our DRGR Grant Processing Module it will create your customized FY2024 CPF Grant Agreement.

3) Standard Forms and Required Materials: The following forms will be needed:

- a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
- b. Standard Form-424 Application for Federal Assistance (in the online system)
- c. SF-424-B, Assurances for Non construction Programs, and/or SF-424-D, Assurances for Construction Programs (in the online system)
- d. SF-LLL Disclosure of Lobbying Activities (as applicable in the online system):
<https://www.grants.gov/forms/forms-repository/sf-424-family>
- e. SF-1199A - Direct Deposit Sign-Up Form: <https://www.gsa.gov/system/files/SF1199A-20.pdf> The form is to be completed by the grantee and grantee's financial institution. Grantees will need to submit the completed form and upload to DRGR.

Grant Award Process Overview

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2024 CPF Grant Agreement. This process and the forms are also available in the FY2024 CPF Grant Guide, which can also be found on the program's webpage at: https://www.hud.gov/program_offices/comm_planning/edi-grants/FY_2024 on HUD.gov and on this webpage <https://www.hudexchange.info/programs/cpf/> on the HUD Exchange.

1. Grantees should review the Grant Award Package documents.
2. Grantees should initiate or complete the HUD environmental review.
3. Grantees gather all required information and submit to HUD using the online system DRGR.
4. HUD provides access to DRGR system to access the Grant Processing Module to submit required information, answer questions, and upload documents. Once all required information is submitted online HUD will review the completed grant materials submitted.
5. HUD staff will review the information and documents for completeness. If there are any deficiencies the corrections and/or clarifying questions will be shared with the grantee for correcting or answering the clarifying questions. If not, HUD staff will submit the package internally for a second level review. Then, the Acting Director for the Congressional Grants Division will review the grant package. Finally, your Grant Agreement will be executed.
6. HUD will notify the grantee that their FY2024 Grant Agreement has been fully executed and will share additional materials with the grantee to complete to begin the payment processing activities to receive your funds.

Training and Tools

FY2024 CPF Onboarding Event: This event will take place in September. We will review this letter and grant award package materials along with sharing next steps and how to sign up for a cohort. The event will be recorded and shared online after the event.

FY2024 CPF Grantee Cohorts: This provides you and your staff the opportunity to register for a four-part training for how to prepare your grant materials and submit them online. Information about the registration will be shared via email and during the FY2024 CPF Onboarding Event.

FY2024 CPF Grantee Webinar Series: This provides you and your staff with information about the regulations, requirements, and processes for your grant. Information about the registration for the webinar series will be shared via email and during the FY2024 CPF Onboarding Event.

FY2024 CPF Grantee Online HUD Exchange Resources: This website page includes general information and your specific Fiscal Year information along with links to past and future technical assistance opportunities. The site is also used for you to register for our listserv and for communicating updates to you and those on the listserv.

Overview of Requirements

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

- 1) **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).
- 2) **HUD Environmental Review Requirements:** EDI/CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.
 - To be eligible, activities and expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other "cross-cutting" federal requirements adhered to by HUD.
 - If the environmental review is being conducted by a local government responsible entity under Part 58, a Request for Release of Funds and Certification must be approved by HUD, as applicable. If the environmental review is being completed by HUD under Part 50, the environmental review must be approved and certified by HUD.

- HUD defines the “Federal Nexus” for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- For FY2024 grants, the date of the Act's enactment (March 9, 2024) is the federal nexus for compliance with all environmental laws. Once a project is federalized, in keeping with the National Environmental Policy Act (NEPA) and HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, environmental reviews must be completed, and all necessary HUD approvals must be obtained prior to taking any choice limiting actions, such as acquisition, construction, ground disturbance, and entering into contracts.
- Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the CPF Grant Guide and on the program’s webpage at: <https://www.hudexchange.info/programs/cpf/>.
- Some projects may already be underway at the time of federal nexus and while it is still best practice to stop all work after the federal nexus before the environmental review is complete for EDI/CPF projects that are already underway at time of federal nexus, grantees are allowed to perform activities after the federal nexus, but only for activities which are part of a pre-nexus contract that obligates them to do so. However, grantees would be doing so at their own risk, as any activity performed, or proposed to be performed, after the federal nexus must be included in the project scope of a satisfactory environmental review to be reimbursable.
- A satisfactory review must show that the project activities will not result in unmitigable environmental harm and must not preclude consultation with the appropriate environmental authorities such as the State Historic Preservation Office (SHPO). Environmental authorities may refuse to consult if physical impacts are made to a site before consultation.
- HUD conducted a nationwide environmental review for FY24 EDI/CPF soft costs to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review). After execution of the Grant Agreement, eligible soft costs can be incurred after March 9, 2024 (see 2 CFR 200.403). Eligible hard costs can be reimbursed if incurred after a full environmental review is completed (see 2 CFR 200.403).
- HUD Environmental Officers:
<https://www.hud.gov/sites/dfiles/CPD/documents/Community-Project-Funding-Portfolio-Assignments.pdf>.

If you, or your staff, have any questions regarding how to complete or submit the requires documents, please feel free to contact your Grant Officer or System Officer. Please note while your Grant Officer may change over time, we have a team approach to managing your project. Please include your grant number and project in all email correspondence. We look forward to working with you on this important project!

Sincerely,



Nadab Bynum
Acting Deputy Assistant Secretary
for Economic Development

Exhibit B

FY 2024 COMMUNITY PROJECT FUNDING GRANT AGREEMENT NO. B-24-CP-FL-0651

Grantee Name: Polk County

Grantee Address: 330 West Church Street, P.O. Box 9005,,Bartow, FL 33830-0000

Grantee's Unique Entity Identifier (UEI): JBN5EHFNGUG9

Grantee's Employer Identification Number (EIN): 596000809

Federal Award Identification Number (FAIN): B-24-CP-FL-0651

Assistance Listing Number and Name: 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date: 08/13/2024

Period of Performance/Budget Period End Date: 08/31/2032

This Grant Agreement between the U.S. Department of Housing and Urban Development (HUD) and Polk County (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2024 (Public Law 118-42) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on March 5, 2024 (Explanatory Statement) as deemed to be amended by the Further Consolidated Appropriations Act, 2024 (Public Laws 118-47).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$850,000.00 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as

FY 2024 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-24-CP-FL-0651

described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. **Approved Budget.** The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. **Project and Budget Changes.** All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the approved Project Narrative and/or Budget, the Grantee must submit a formal letter to HUD's Office of Economic Development - Congressional Grants Division (CGD) Director through the assigned Grant Officer in accordance with HUD's instructions for amending the Project Narrative and/or Project Budget found in the document titled "FY2024 Economic Development Initiative - Community Project Funding Grant Guide " that accompanies the Grant Agreement. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The CGD will notify the Grantee of whether HUD approves or disapproves of the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in HUD's Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. **Applicable Appropriations Act Conditions.** The conditions that apply to the Grant Funds under the Consolidated Appropriations Act, 2024, and the Explanatory Statement, as modified by the Further Consolidated Appropriations Act, 2024 or a later act, are incorporated by this reference and made part of this Grant Agreement. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307, costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307, program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. Any program income that cannot be expended on allowable costs under this Grant Agreement must be reported and paid to HUD within 120 days after the period of performance, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can

amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific conditions that HUD may apply to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including all requirements 2 CFR part 200 provides with respect to a subaward, except the audit requirements in 2 CFR part 200, subpart F.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After March 9, 2024, neither the Grantee nor any of its contractors, subrecipients, and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before March 9, 2024, until one of the following occurs:

- (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds;

(ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or

(iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which by this reference are incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must sign the corresponding certification in Appendix 8 to this Grant Agreement and return it to HUD with this Grant Agreement. The Grantee must include in its award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using the *Disclosure of Lobbying Activities*

(SF-LLL) form. In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. Unless the Grantee is a Federally recognized Tribe, the Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance.

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility

functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict-of-Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

T. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Grantee must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, an employee of the Grantee or a subrecipient—as well as a personal services contractor—who makes a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

U. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds

obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use DRGR to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Approved Project Narrative and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2022.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these

reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311, 200.31, and 200.314.

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to close out the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The

Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with grant funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving:
 - i) the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E);
 - ii) a certification of the costs; and
 - iii) the amounts and sources of other project funds.
4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions,

FY 2024 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-24-CP-FL-0651

and reports the Grantee is required to make to HUD under this Grant Agreement must be made in accordance with HUD's grant instructions found in the document titled "FY2024 Economic Development Initiative - Community Project Funding Grant Guide" that accompanies the Grant Agreement.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

Polk County


(Name of Organization)

BY: 
(Signature of Authorized Official)

T.R.
Rick Wilson, Chairman, Board of County Commissioners
(Typed Name and Title of Authorized Official)

12/20/2024 11/7/25
(Date) H.2

HUD

BY: ELECTRONICALLY SIGNED 
Brooke Bohnet,
Associate Deputy Assistant Secretary for Economic Development

11/9/25
(Date)

APPENDIX 1 – Project Narrative

The approved narrative has been appended to the end of the grant agreement.

APPENDIX 2 – Approved Budget

The approved budget has been appended to the end of the grant agreement.

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

As the duly authorized representative of the Grantee, I certify that the Grantee:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
-----------------------------	--------------------	------------------

BY: Rick Wilson
(Signature of Authorized Official)

Rick Wilson, Chairman, Board of County Commissioners
(Typed Name and Title of Authorized Official)

12/20/2024
(Date)

Instructions for the Grantee’s Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee’s indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter “MTDC” in the “Type of Direct Cost Base” column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

FY 2024 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-24-CP-FL-0651

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix III to Part 200 (for Institutions of Higher Education); Appendix IV to Part 200 (for nonprofit organizations); Appendix VII to Part 200 (for state and local governments and Indian Tribes); and Appendix IX to Part 200 (for hospitals).

**APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the grantee must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures.

Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) Reporting Frequency.

During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions.

For purposes of this award term—

Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

APPENDIX 5 – Specific Award Conditions

NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, considering the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

(a) *Provisions applicable to a grantee that is a private entity.*

(1) Under this award, the grantee, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or

(iv) Acts that directly support or advance trafficking in persons, including the following acts:

(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or

(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

(D) Charging recruited employees a placement or recruitment fee; or

(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the grantee or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR part 2424.

(b) *Provision applicable to a grantee other than a private entity.*

(1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR part 2424.

(c) *Provisions applicable to any grantee.*

(1) The grantee must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

(i) Implements the requirements of 22 U.S.C. 78, and

(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.

(3) The grantee must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.

(4) If applicable, the grantee must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) *Definitions. For purposes of this award term:*

“Employee” means either:

(1) An individual employed by the grantee or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by the grantee including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

“Private Entity” means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

APPENDIX 8 – Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

BY: Rick Wilson
(Signature of Authorized Official)

Rick Wilson, Chairman, Board of County Commissioners
(Typed Name and Title of Authorized Official)

12/20/2024
(Date)

NOTE: This certification is not required for Federally recognized Indian tribes and Tribally Designated Housing Entities (TDHEs) established by a federally recognized Indian tribe through the tribe's sovereign power. However, this exemption does not apply to State-recognized Indian tribes and TDHEs established under State law.

NARRATIVE

To design and build safe sidewalks in the area of Poinciana Villages for the safe movement of students and pedestrians in this area of Polk County.

Professionally Managed by FirstService Residential Management Administration Office
401 Walnut Street Poinciana, FL 34759 (863) 427-0900 Mark Maldonado-Serrano
General Manager LCAM Trish Moore Community Communications The Association of
Poinciana Villages (APV or Poinciana) was established in 1972. It is the largest
Homeowners Association in the State of Florida and second largest in the United States.
Poinciana encompasses 47,000 acres in both Osceola and Polk Counties. Poinciana serves
more than 100,000 residents (27,000 are homeowners). Poinciana prides itself on being
one of the most diverse communities in Central Florida. The Association of Poinciana
Villages maintains its core vision of continuing to be one of the best places in all of Central
Florida to live and raise a family. The Association of Poinciana Villages (APV) consists of
nine villages. Each village has its own five-member board of trustees elected annually by
members of their village. Village board presidents sit on the nine-member Master Board of
Directors. Village I Osceola County Eduardo Madrigal, Master Board Representative
Village II Osceola County Felix Gratopp, Master Board Representative Village III Polk
County Celma Perez, Master Board Representative Village IV Polk County Joel Haugh,
Master Board Representative Village V Osceola County Luis Montalvo, Master Board
Representative Village VII Polk County Shiene Merali, Master Board Representative
Village VIII Polk County Edward Drexel, Master Board Representative Village IX
Osceola County Anthony Gilbert, Master Board Representative Amenities and Points of
Interest: • Poinciana Activity Campus • APV Administration Office • Anthony DePalma
Event Center • Poinciana Victory Pool • Mary Jane Arrington Gym and Aquatic Center •
APV Fitness Center • Vance Harmon Amphitheater Park • Darby Park • Deerwood Park •
Li'l Halibut Park • Charlie Wheeler Park • Andrew's Park • Poinciana Veteran's
Memorial Park • Lake Marion Marina • Poinciana Medical Center • Medical offices •
Shopping and Restaurants • Banking

Project Address : 2200 Marigold Ave, Kissimmee FL 34759

Poinciana Area Sidewalk project to provide safe sidewalks for children and pedestrian in
the Northeast Corner of Polk County, FL. \$150,000.00 Estimated for Design \$700,000.00
Estimated for Construction

APPROVED BUDGET

SF424 – ESTIMATED FUNDING

Funding Name	Amount
Federal Estimated Funding	\$850,000.00
Applicant Estimated Funding	\$0.00
State Estimated Funding	\$0.00
Local Estimated Funding	\$0.00
Other Estimated Funding	\$0.00
Program Income Estimated Funding	\$0.00
Total	\$850,000.00

CPF – ESTIMATED FUNDING

Funding Source	Estimated Funding
Design	\$150,000.00
Construction	\$700,000.00
Total	\$850,000.00

September 11, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM #1
RFP 25-697
CASPIAN ROAD SIDEWALK DESIGN**

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.

Contained within this addendum: Pine Street Sidewalk plans (adjacent to Caspian project) added to FTP site and questions and answers received.

To obtain a copy of the Pine Street Sidewalk plans please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder "RFP 25-697, Caspian Road Sidewalk Design.zip", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net

Ken Brush

Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP 25-697
CASPIAN ROAD SIDEWALK DESIGN
ADDENDUM #1

Question 1: The RFP includes instructions for both electronic and hard copy submittals. Could you please confirm the County's preferred submission method?

Answer: The County does not have a preference.

Question 2: Will Polk County be handling the HUD reporting requirements of the Grant Agreement?

Answer: Yes, the County will handle the HUD reporting.

Question 3: Page 8 of the RFP (Scope of Services, Item 7) references providing "stormwater/drainage as necessary to accommodate multi-use path and sidewalk." Should the design include a multi-use path in addition to the sidewalk?

Answer: It will be just the sidewalk. The phrase "multi-use path" is removed from page 8 of RFP 25-697, Scope of Services, A. Engineering, Item 7.

Question 4: Will the County provide the survey (topographic and Right-of-Way) as mentioned in the scope?

Answer: The survey has not been completed. It will be given to the awarded consultant when it is available.

Question 5: Does the County require Geotechnical services as part of the design?

Answer: The County does not need geotechnical services.

Question 6: Are there construction plans that can be provided for the Pine Street Sidewalk project that was recently constructed adjacent to this project?

Answer: To obtain a copy of the Pine Street Sidewalk plans please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder "RFP 25-697, Caspian Road Sidewalk Design.zip", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

September 23, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM #2
RFP 25-697
CASPIAN ROAD SIDEWALK DESIGN**

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.

Contained within this addendum: Questions and answers received.

Ken Brush

Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP 25-697
CASPIAN ROAD SIDEWALK DESIGN
ADDENDUM #2

Question 1: Who will be on the Selection Committee?

Answer: The members of the Selection Committee are Doug Gable, Jose Fernandez, Bill Lorenzo, Preston Warwick, and Robert Collins.

Question 2: The RFP indicates that the County received a HUD Grant in the amount of \$850,000. Exhibit B shows a design fee of \$150,000. Does this represent the full design funding for this project? If not, what is the available design funding for this project?

Answer: \$150,000 is the design Budget of the project.

Question 3: Page 8 of the RFP mentions that the County may elect to perform topographic surveying and right-of-way mapping. Would the County utilize their Continuing Service Survey Contract for these tasks?

Answer: The Roads and Drainage Division will perform the topographic survey with in-house staff. It is the intent to build the new sidewalk within existing right-of-way, so no right-of-way mapping is expected to be needed.

Exhibit A



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

Tuesday, August 27, 2024

Todd Bond, CPM
Deputy County Manager, Support and Human Services
Polk County
330 West Church Street, P.O. Box 9005, Drawer CA01
Bartow, FL 33831
Email: TODDBOND@polk-county.net

Dear Community Project Funding Grantee,

In the Consolidated Appropriations Act, 2024 (Public Law 118-42) (the FY2024 Act), and the Further Consolidated Appropriations Act, 2024 (Public Law 118-47) (the Further FY2024 Act) Congress made \$3,290,054,336 in funding available for Community Project Funding (CPF). These CPF awards are administered by the Department of Housing and Urban Development (HUD). HUD received the information below about your project from Congress. A Grant Number has been added and will be the unique identifier for your project throughout the grant process.

Grant Number: B-24-CP-FL-0651
Project: Polk County Children and Pedestrian Safety Project
Grantee/Recipient: Polk County
Amount: \$850,000
HUD Grant Officer: Porchia Smith / Porchia.M.Smith@hud.gov
HUD System Officer: Quiana.A.Johnson / Quiana.A.Johnson@hud.gov
HUD Regional Environmental Officer: Jose Cedenomaldonado / Jose.A.Cedenomaldonado@hud.gov

This letter outlines initial grant award requirements and information needed from you to get started. This Grant Award Package also includes: The "FY2024 Community Project Funding Grant Guide" (FY2024 CPF Grant Guide), the template for your FY2024 Community Project Funding Grant Agreement, and the forms required to complete and submit information online to populate before we sign your FY2024 CPF Grant Agreement. A brief overview of these documents is below:

- 1) **FY2024 CPF Grant Guide**: The FY2024 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2024 CPF Grant Agreement. Please refer to this document as it includes important information and forms for accessing the online system (DRGR), as well as other information concerning reporting requirements.

2) FY2024 CPF Grant Agreement for this Award: The FY2024 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. When you submit your grant materials on our DRGR Grant Processing Module it will create your customized FY2024 CPF Grant Agreement.

3) Standard Forms and Required Materials: The following forms will be needed:

- a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
- b. Standard Form-424 Application for Federal Assistance (in the online system)
- c. SF-424-B, Assurances for Non construction Programs, and/or SF-424-D, Assurances for Construction Programs (in the online system)
- d. SF-LLL Disclosure of Lobbying Activities (as applicable in the online system):
<https://www.grants.gov/forms/forms-repository/sf-424-family>
- e. SF-1199A - Direct Deposit Sign-Up Form: <https://www.gsa.gov/system/files/SF1199A-20.pdf> The form is to be completed by the grantee and grantee's financial institution. Grantees will need to submit the completed form and upload to DRGR.

Grant Award Process Overview

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2024 CPF Grant Agreement. This process and the forms are also available in the FY2024 CPF Grant Guide, which can also be found on the program's webpage at:

https://www.hud.gov/program_offices/comm_planning/edi-grants/FY_2024 on HUD.gov and on this webpage <https://www.hudexchange.info/programs/cpf/> on the HUD Exchange.

1. Grantees should review the Grant Award Package documents.
2. Grantees should initiate or complete the HUD environmental review.
3. Grantees gather all required information and submit to HUD using the online system DRGR.
4. HUD provides access to DRGR system to access the Grant Processing Module to submit required information, answer questions, and upload documents. Once all required information is submitted online HUD will review the completed grant materials submitted.
5. HUD staff will review the information and documents for completeness. If there are any deficiencies the corrections and/or clarifying questions will be shared with the grantee for correcting or answering the clarifying questions. If not, HUD staff will submit the package internally for a second level review. Then, the Acting Director for the Congressional Grants Division will review the grant package. Finally, your Grant Agreement will be executed.
6. HUD will notify the grantee that their FY2024 Grant Agreement has been fully executed and will share additional materials with the grantee to complete to begin the payment processing activities to receive your funds.

Training and Tools

FY2024 CPF Onboarding Event: This event will take place in September. We will review this letter and grant award package materials along with sharing next steps and how to sign up for a cohort. The event will be recorded and shared online after the event.

FY2024 CPF Grantee Cohorts: This provides you and your staff the opportunity to register for a four-part training for how to prepare your grant materials and submit them online. Information about the registration will be shared via email and during the FY2024 CPF Onboarding Event.

FY2024 CPF Grantee Webinar Series: This provides you and your staff with information about the regulations, requirements, and processes for your grant. Information about the registration for the webinar series will be shared via email and during the FY2024 CPF Onboarding Event.

FY2024 CPF Grantee Online HUD Exchange Resources: This website page includes general information and your specific Fiscal Year information along with links to past and future technical assistance opportunities. The site is also used for you to register for our listserv and for communicating updates to you and those on the listserv.

Overview of Requirements

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

- 1) **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).
- 2) **HUD Environmental Review Requirements:** EDI/CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.
 - To be eligible, activities and expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other "cross-cutting" federal requirements adhered to by HUD.
 - If the environmental review is being conducted by a local government responsible entity under Part 58, a Request for Release of Funds and Certification must be approved by HUD, as applicable. If the environmental review is being completed by HUD under Part 50, the environmental review must be approved and certified by HUD.

- HUD defines the “Federal Nexus” for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- For FY2024 grants, the date of the Act's enactment (March 9, 2024) is the federal nexus for compliance with all environmental laws. Once a project is federalized, in keeping with the National Environmental Policy Act (NEPA) and HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, environmental reviews must be completed, and all necessary HUD approvals must be obtained prior to taking any choice limiting actions, such as acquisition, construction, ground disturbance, and entering into contracts.
- Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the CPF Grant Guide and on the program’s webpage at: <https://www.hudexchange.info/programs/cpf/>.
- Some projects may already be underway at the time of federal nexus and while it is still best practice to stop all work after the federal nexus before the environmental review is complete for EDI/CPF projects that are already underway at time of federal nexus, grantees are allowed to perform activities after the federal nexus, but only for activities which are part of a pre-nexus contract that obligates them to do so. However, grantees would be doing so at their own risk, as any activity performed, or proposed to be performed, after the federal nexus must be included in the project scope of a satisfactory environmental review to be reimbursable.
- A satisfactory review must show that the project activities will not result in unmitigable environmental harm and must not preclude consultation with the appropriate environmental authorities such as the State Historic Preservation Office (SHPO). Environmental authorities may refuse to consult if physical impacts are made to a site before consultation.
- HUD conducted a nationwide environmental review for FY24 EDI/CPF soft costs to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review). After execution of the Grant Agreement, eligible soft costs can be incurred after March 9, 2024 (see 2 CFR 200.403). Eligible hard costs can be reimbursed if incurred after a full environmental review is completed (see 2 CFR 200.403).
- HUD Environmental Officers: <https://www.hud.gov/sites/dfiles/CPD/documents/Community-Project-Funding-Portfolio-Assignments.pdf>.

If you, or your staff, have any questions regarding how to complete or submit the requires documents, please feel free to contact your Grant Officer or System Officer. Please note while your Grant Officer may change over time, we have a team approach to managing your project. Please include your grant number and project in all email correspondence. We look forward to working with you on this important project!

Sincerely,

Nadab Bynum

Nadab Bynum
Acting Deputy Assistant Secretary
for Economic Development

Exhibit B

FY 2024 COMMUNITY PROJECT FUNDING GRANT AGREEMENT NO. B-24-CP-FL-0651

Grantee Name: Polk County

Grantee Address: 330 West Church Street, P.O. Box 9005,,Bartow, FL 33830-0000

Grantee's Unique Entity Identifier (UEI): JBN5EHFNGUG9

Grantee's Employer Identification Number (EIN): 596000809

Federal Award Identification Number (FAIN): B-24-CP-FL-0651

Assistance Listing Number and Name: 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date: 08/13/2024

Period of Performance/Budget Period End Date: 08/31/2032

This Grant Agreement between the U.S. Department of Housing and Urban Development (HUD) and Polk County (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2024 (Public Law 118-42) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on March 5, 2024 (Explanatory Statement) as deemed to be amended by the Further Consolidated Appropriations Act, 2024 (Public Laws 118-47).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$850,000.00 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as

FY 2024 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-24-CP-FL-0651

described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. **Approved Budget.** The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. **Project and Budget Changes.** All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the approved Project Narrative and/or Budget, the Grantee must submit a formal letter to HUD's Office of Economic Development - Congressional Grants Division (CGD) Director through the assigned Grant Officer in accordance with HUD's instructions for amending the Project Narrative and/or Project Budget found in the document titled "FY2024 Economic Development Initiative - Community Project Funding Grant Guide" that accompanies the Grant Agreement. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The CGD will notify the Grantee of whether HUD approves or disapproves of the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in HUD's Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. **Applicable Appropriations Act Conditions.** The conditions that apply to the Grant Funds under the Consolidated Appropriations Act, 2024, and the Explanatory Statement, as modified by the Further Consolidated Appropriations Act, 2024 or a later act, are incorporated by this reference and made part of this Grant Agreement. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307, costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307, program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. Any program income that cannot be expended on allowable costs under this Grant Agreement must be reported and paid to HUD within 120 days after the period of performance, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can

amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific conditions that HUD may apply to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including all requirements 2 CFR part 200 provides with respect to a subaward, except the audit requirements in 2 CFR part 200, subpart F.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After March 9, 2024, neither the Grantee nor any of its contractors, subrecipients, and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before March 9, 2024, until one of the following occurs:

- (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds;

(ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or

(iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which by this reference are incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must sign the corresponding certification in Appendix 8 to this Grant Agreement and return it to HUD with this Grant Agreement. The Grantee must include in its award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using the *Disclosure of Lobbying Activities*

(SF-LLL) form. In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. Unless the Grantee is a Federally recognized Tribe, the Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance.

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility

functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict-of-Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

T. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Grantee must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, an employee of the Grantee or a subrecipient—as well as a personal services contractor—who makes a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

U. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds

obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use DRGR to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Approved Project Narrative and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2032.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these

reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311, 200.31, and 200.314.

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to close out the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The

Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with grant funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving:
 - i) the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E);
 - ii) a certification of the costs; and
 - iii) the amounts and sources of other project funds.
4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions,

FY 2024 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-24-CP-FL-0651

and reports the Grantee is required to make to HUD under this Grant Agreement must be made in accordance with HUD's grant instructions found in the document titled "FY2024 Economic Development Initiative - Community Project Funding Grant Guide" that accompanies the Grant Agreement.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

Polk County


(Name of Organization)

BY: 
(Signature of Authorized Official)

T.R. Rick Wilson, Chairman, Board of County Commissioners
(Typed Name and Title of Authorized Official)

~~12/20/2024~~ 11/7/25
(Date) H.2

HUD

BY: ELECTRONICALLY SIGNED 
Brooke Bohnet,
Associate Deputy Assistant Secretary for Economic Development

11/9/25
(Date)

APPENDIX 1 – Project Narrative

The approved narrative has been appended to the end of the grant agreement.

APPENDIX 2 – Approved Budget

The approved budget has been appended to the end of the grant agreement.

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

As the duly authorized representative of the Grantee, I certify that the Grantee:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
-----------------------------	--------------------	------------------

BY: Rick Wilson
(Signature of Authorized Official)

Rick Wilson, Chairman, Board of County Commissioners
(Typed Name and Title of Authorized Official)

12/20/2024
(Date)

Instructions for the Grantee’s Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee’s indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter “MTDC” in the “Type of Direct Cost Base” column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

FY 2024 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-24-CP-FL-0651

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix III to Part 200 (for Institutions of Higher Education); Appendix IV to Part 200 (for nonprofit organizations); Appendix VII to Part 200 (for state and local governments and Indian Tribes); and Appendix IX to Part 200 (for hospitals).

APPENDIX 4 –

Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the grantee must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures.

Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) Reporting Frequency.

During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions.

For purposes of this award term—

Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, considering the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and

b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

b. Whether an opportunity was provided for open competitive bidding or negotiation;

c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

FY 2024 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-24-CP-FL-0651

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

(a) *Provisions applicable to a grantee that is a private entity.*

(1) Under this award, the grantee, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or

(iv) Acts that directly support or advance trafficking in persons, including the following acts:

(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or

(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

(D) Charging recruited employees a placement or recruitment fee; or

(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the grantee or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR part 2424.

(b) *Provision applicable to a grantee other than a private entity.*

(1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR part 2424.

(c) *Provisions applicable to any grantee.*

(1) The grantee must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

(i) Implements the requirements of 22 U.S.C. 78, and

(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.

(3) The grantee must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.

(4) If applicable, the grantee must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) *Definitions. For purposes of this award term:*

“Employee” means either:

(1) An individual employed by the grantee or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by the grantee including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

“Private Entity” means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

APPENDIX 8 – Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

BY: Rick Wilson
(Signature of Authorized Official)

Rick Wilson, Chairman, Board of County Commissioners
(Typed Name and Title of Authorized Official)

12/20/2024
(Date)

NOTE: This certification is not required for Federally recognized Indian tribes and Tribally Designated Housing Entities (TDHEs) established by a federally recognized Indian tribe through the tribe's sovereign power. However, this exemption does not apply to State-recognized Indian tribes and TDHEs established under State law.

NARRATIVE

To design and build safe sidewalks in the area of Poinciana Villages for the safe movement of students and pedestrians in this area of Polk County.

Professionally Managed by FirstService Residential Management Administration Office
401 Walnut Street Poinciana, FL 34759 (863) 427-0900 Mark Maldonado-Serrano
General Manager LCAM Trish Moore Community Communications The Association of
Poinciana Villages (APV or Poinciana) was established in 1972. It is the largest
Homeowners Association in the State of Florida and second largest in the United States.
Poinciana encompasses 47,000 acres in both Osceola and Polk Counties. Poinciana serves
more than 100,000 residents (27,000 are homeowners). Poinciana prides itself on being
one of the most diverse communities in Central Florida. The Association of Poinciana
Villages maintains its core vision of continuing to be one of the best places in all of Central
Florida to live and raise a family. The Association of Poinciana Villages (APV) consists of
nine villages. Each village has its own five-member board of trustees elected annually by
members of their village. Village board presidents sit on the nine-member Master Board of
Directors. Village I Osceola County Eduardo Madrigal, Master Board Representative
Village II Osceola County Felix Gratopp, Master Board Representative Village III Polk
County Celma Perez, Master Board Representative Village IV Polk County Joel Haugh,
Master Board Representative Village V Osceola County Luis Montalvo, Master Board
Representative Village VII Polk County Shiene Merali, Master Board Representative
Village VIII Polk County Edward Drexel, Master Board Representative Village IX
Osceola County Anthony Gilbert, Master Board Representative Amenities and Points of
Interest: • Poinciana Activity Campus • APV Administration Office • Anthony DePalma
Event Center • Poinciana Victory Pool • Mary Jane Arrington Gym and Aquatic Center •
APV Fitness Center • Vance Harmon Amphitheater Park • Darby Park • Deerwood Park •
Li'l Halibut Park • Charlie Wheeler Park • Andrew's Park • Poinciana Veteran's
Memorial Park • Lake Marion Marina • Poinciana Medical Center • Medical offices •
Shopping and Restaurants • Banking

Project Address : 2200 Marigold Ave, Kissimmee FL 34759

Poinciana Area Sidewalk project to provide safe sidewalks for children and pedestrian in
the Northeast Corner of Polk County, FL. \$150,000.00 Estimated for Design \$700,000.00
Estimated for Construction

APPROVED BUDGET

SF424 – ESTIMATED FUNDING

Funding Name	Amount
Federal Estimated Funding	\$850,000.00
Applicant Estimated Funding	\$0.00
State Estimated Funding	\$0.00
Local Estimated Funding	\$0.00
Other Estimated Funding	\$0.00
Program Income Estimated Funding	\$0.00
Total	\$850,000.00

CPF – ESTIMATED FUNDING

Funding Source	Estimated Funding
Design	\$150,000.00
Construction	\$700,000.00
Total	\$850,000.00

EXHIBIT "A-ii"



RFQ-25-697

**Professional Engineering Services
for Caspian Rd Sidewalk Design**

DUE DATE: OCTOBER 1, 2025



CIVILSURV

Contact Person:

Josue Diaz, PE
Contract Manager

WWW.CIVILSURV.COM



2525 Drane Field Rd., Suite 7
Lakeland, FL 33811



(863) 646-4771




JDIAZ@CIVILSURV.COM



Table of Contents

RFQ No. 25-697 Professional Engineering Services for Caspian Road Sidewalk Design

Tab 1: Executive Summary	1
Firm Documentation.....	2
Tab 2: Approach to the Project	3
Project Schedule.....	6
Quality Assurance / Quality Control.....	6
Tab 3: Experience, Expertise, Personnel & Technical Resources	
Past Experience.....	7
Organizational Chart.....	11
Key Personnel Resumes.....	12
Staff Location.....	23
Subconsultants.....	24
Tab 4: Interactions with County & Regulatory Staff	28
Tab 5: Timely Completion of Projects	29
Tab 6: Surveys of Past Performance	31
Tab 7: Submittal Documents	
Proposal Submittal Page & Signed Addendums.....	35
Affidavit Immigration Laws.....	38
Insurance Certificate.....	39
Drug Free Workplace Statement.....	40
E-Verify Certification.....	41
Licences & Certificates.....	42



Tab 1

Executive Summary



RFP 25-697 Professional Engineering Services for Caspian Road Sidewalk Design

CivilSurv Design Group, Inc. is pleased to submit our qualifications for the Caspian Road Sidewalk Project. As a Polk-based firm, we are eager to continue to complete a project similar to others we've recently completed for neighboring Counties such as Lake, Hillsborough, and Highlands Counties. With 45 employees and 13 licensed professionals, we are one of the largest multi-disciplinary government-focused teams in Polk County. We have a long and successful history of service to the County, and we seek to renew that relationship by the successful completion of this project.

This Project is precisely what we do – and so similar to a Lake County Safe Routes to School project, a Plant City Sidewalk project, and a Lakeland interconnectivity project. CivilSurv is and has always been a Municipal focused engineering firm, and we have Josue Diaz, PE as our Project Manager to lead the design of roadway projects. He has a 20+ year career leading the technical design of many roadway projects, especially throughout Central Florida. We are licensed in the State of Florida for Engineering and Surveying, and are the successors and the continuation of firms that have served municipalities in Florida for more than 45 years. Our Tradition of Innovative Engineering is provided from modern state-of-the-art Polk County offices serving clientele including City and County governments, State agencies, and Utility companies.

Josue has specific experience in Northeast Polk County, and even within the Poinciana area of Polk County. The roads and drainage team has looked at the proposed corridor and we are genuinely excited for Polk County to read through our approach and know we have researched the corridor and the area. 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. We have a full team of surveyors, roads and drainage engineers, stormwater engineers, and utility coordination/design if needed.

Josue G. Diaz, PE will serve as CivilSurv's Project Manager. Mr. Diaz's expertise includes design and plans preparation including geometric design of highways and roadways in accordance with regulatory agency and / or special specifications, cross sections for earthwork calculations, grade-line profiles, grading, drainage (culverts, open channel structures and stormwater management systems), utilities plans, relocation of existing facilities, signing and pavement markings, Right-of-Way acquisition plans, and hydrologic / hydraulic tasks. He is proficient in the use of AutoCAD Civil 3D, PowerGEOPAK, Auto Track, Microsoft Office Suite, HEC-HMS, HEC-RAS, ICPRv3, and Hydraflow among others. We also bring Mark Frederick, PE, CFM, ENV SP, PMP as the QA/QC lead – especially for review of drainage, geometry, and sloping considerations. Both Mark and Josue will have a team of engineers to support them – and while the full team is not needed at all times, it's nice to know they are available.

CivilSurv submits our qualifications and looks forward to the County's review and response.

Contact Information

Company Name: CivilSurv Design Group, Inc.
Address: 2525 Drane Field Road, Suite 7
 Lakeland, FL 33811
Contact Name: Josue G. Diaz, PE | Project Manager
Phone Number: 863-646-4771
Email address: jdiaz@civilsurv.com





Firm Documentation

State of Florida Department of State

I certify from the records of this office that CIVLSURV 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 P1000009487.

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.

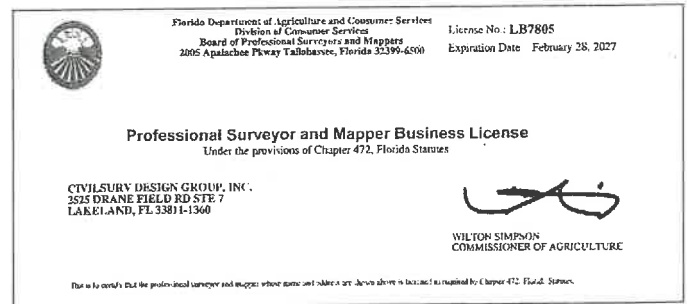
I further certify that said corporation has not filed Articles of Dissolution.

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



[Signature]
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.mbls.org/Filings/CertificateOfStatus/CertificateAuthentication>





Tab 2

Approach to the Project



Project Understanding and Technical Approach

The Corridor Today.

Caspian Road is a two-way two lane roadway with approximate 10 foot lanes, no paved shoulder, and open, shallow, roadside swales. Caspian is constructed generally centered within an 80 feet wide right of way. Caspian appears to be an Urban Minor Collector, but does not yet have an FDOT classification within the Roadway Functional Classifications. The posted speed is 40 mph. Within the project corridor there are 33 side streets and a two way stop at the intersection of Caspian Road and St. Cloud Road. Existing asphalt conditions are poor throughout the length of the project corridor. As such, we anticipate that full or partial reconstruction of multiple turnouts will be needed to achieve ADA compliant cross slopes and smooth transitions. No edge pavement markings currently exist on Caspian Road. Existing power poles and overhead lines run along the right side of the road. There appears to be six regional drainage conveyance structures: approximately 250 feet north of Mediterranean Drive, approximately 550 feet and 1080 feet to the north of the intersection with Orlando Ct, approximately 150 feet north of Vernon Ct, another 150 feet south of the intersection with Caribbean Ct, and a north/south connection 115 feet east of the intersection with Lake Marion Creek Drive.

Our Technical Approach.

Sidewalk will be proposed at one side of Caspian Road. In selecting the sidewalk placement, we intend to minimize conflicts with existing drainage features and utilities, preserve Clear Zone compliance where possible, optimize turnout grading, and minimize the number of pedestrian crossings. Preliminary review suggests the West side of the road is favorable for sidewalk construction due to fewer pedestrian crossings (turnouts) and similar numbers of drainage crossings. A similar roadway with a recently constructed sidewalk, Pine, could be considered. We'll note that the sidewalk was constructed approximately 6-7 feet off of the roadway, or less than the 15 feet of Clear Zone would imply. If we were to construct the sidewalk at the full 15 feet,

it would require a large amount of reconstruction of the existing swale, and proving the swale is constructed with the same capacity. Where space is limited against an open swale, the use of compact retaining wall and handrail solutions will be considered to maintain Clear Zone requirements without sacrificing ADA criteria. Every side street intersection will be assessed for grade and slope adequacy to accommodate pedestrian traffic and ADA compliance. Non-compliant turnouts will be fully or partially reconstructed, as needed, and MUTCD compliant signing and markings will be proposed. The St. Cloud Road intersection with Caspian Road will be planned as an All Way Stop with advance warning signage to provide safe pedestrian movements. Since some portions of the road alignment fall within FEMA-defined floodplain, increased consideration will be given to preserving conveyance and minimizing fill. Please note that the six regional drainage conveyances may require extension/reconstruction and handrails to maintain some roadway separation, achieve required ADA compliance for side slope of the sidewalk, and to maintain the flow patterns that presently exist. While the additional sidewalk is presumed to fall under an exception for treatment permitting, the maintenance of flow paths and sizes will be required. This may require a large swath of surveying to confirm the pre and post conditions are met. Finally, if the project is regulated similar to an FDOT Funded Project, it may be required to survey the entire boundary (right of way) of the project to confirm we do not have to acquire right of way as that is typically not allowable. We do not foresee issues as the project has a significant amount of available right of way, it just requires a far more detailed survey of the project boundary than would be anticipated for a project of this type.

Survey, Geotechnical, and SUE Services

Survey and Subsurface Utility Engineering (SUE) data will be collected by Ken Glass, PSM. CivilSurv has a survey staff with internal SUE capabilities. They frequently perform this service, from utility designates and ground penetrating radar to vacuum



locates. Survey staff supporting Mr. Glass totals approximately 30 professionals.

On the geotechnical side, Madrid Engineering Group, led by John Delashaw, PE, will gather geotechnical information from published sources as well as from field investigations. The investigation will begin early in the design process to allow designers to have the geotechnical information available prior to establishing a final sidewalk layout. According to preliminary data gathered, some of the soils present indicate water issues. Standing water has been observed at some locations within the existing swales. Determination of soil properties will be critical when developing the sidewalk's vertical alignment and to provide proper base clearance, minimize floodplain encroachment and size necessary stormwater improvements.

Utility Coordination

CivilSurv will provide comprehensive Utility Coordination services. We will manage all utility coordination activities, assist the engineer in identifying existing utilities, coordinate new installations, and resolve utility conflicts.

We will distribute plans at the 30%, 60%, 90%, and 100% milestones to all involved utility owners to reduce conflicts, control costs, and minimize construction delays. Utility Work Schedules will be reviewed for compliance with FDOT standards and included in the bid documents.

Utility coordination meetings will be held before and during construction, with minutes distributed to all parties. The Utility Coordination Manager will track and follow up on unresolved issues and develop a logical construction sequence with the affected utility agencies.

The known utility agency owners (UAO) near the project limits are summarized in the table below.

Utility Owner	Type
Charter Communication	Communication/ CATV
Duke Energy	Electric
Frontier Communications	Communications/ CATV
TOHO Water Authority	Reclaimed, Water, Sewer mains

Wetlands and Floodplains

Based on the USFWS Wetlands Mapper and National Wetlands Inventory, no wetlands or surface water systems lie within the project's corridor. The system of interconnected swales that serve Caspian Road have as an outfall a freshwater forested/shrub wetland East of the community, which lies within the Lake Marion Creek Watershed. In light of the above, wetland impacts are not anticipated.

FEMA FIRM maps indicate a small portion of the existing corridor is located within flood zones. To compensate flood storage volume, the swales adjacent to the sidewalk will need to be regraded. In mapped Zone A areas, we will preserve conveyance by protecting swale function, limiting fill, and using walls with handrails where modest grade separation is necessary.

Drainage and Permitting

The Caspian Road corridor's drainage system relies on open swales for runoff capture and on side drains maintaining connectivity between them. As it pertains to the sidewalk, the six locations noted above will be focal points, with the two main ones being: a triple barrel pipe culvert south of Caribbean Drive and a double barrel culvert approximately 250 feet south of Rio Grande Court. We will evaluate two principal strategies at each: (1) shift the sidewalk closer to the roadway to avoid extensions; or (2)



extend the culverts away from the roadway utilizing concrete endwalls and handrails for pedestrian protection. A drainage report or technical memorandum will document the hydrology and hydraulics of the existing system and its performance after the proposed improvements. The four other locations noted appear to be large single barrel culverts. While they will require an extension or at minimum review of the crossing, they appear much smaller by comparison. It should be noted that the system appears interconnected and large, but review of existing ERPs determined there did not appear to be a permit for the system to operate which may mean it predates permitting.

The project lies within the South Florida Water Management District (SFWMD) boundary, and within the Lake Marion watershed. An Environmental Resource Permit (ERP) is not anticipated for this project as the proposed activities are exempt from permitting in accordance with the Florida Administrative Code (FAC) 62-330.051. The proposed activities fall under the purview of section 4(c) Minor roadway safety construction, alteration, maintenance, and operation, and meet the provided limitations and restrictions. An existing ERP (Poinciana Retail Center) exists within the project limits, but the proposed sidewalk work is not expected to trigger a modification of this permit. A Pre-application meeting will be requested to the SFWMD during the design process to confirm permit requirements.

Roadway

We aim to keep the design streamlines and efficient: a five foot sidewalk placed to maintained proper clear zone requirements while preserving roadside swale function and utility corridors. The location of the sidewalk will be determined by a combination of factors such as: number of pedestrian crossings, swale impacts, and the presence of utility facilities. Driveways will be individually assessed and design to meet ADA cross slopes without creating ponding or abrupt breaks. We will coordinate closely with Polk County on turnout reconstruction limits so the final product will perform as intended and look consistent along the corridor.

Maintenance of Traffic

A temporary traffic control plan (TCP) will be developed in accordance with FDOT and MUTCD design standards, to maintain local traffic and property access. The existing roadway is approximately 20 feet wide, with no paved shoulders. Most construction is anticipated to occur beyond 15 feet from the edge of travel way or within 2 to 15 feet, which will minimize the use of temporary traffic control devices. Lane closures will be limited and focused primarily at intersections and during culvert extensions and will be supported by flagging operations, clear advanced warning signage, and property access maintenance. Our TCP sheets will reflect all practical and necessary information to provide proper guidance during the construction phase.

Design, Plans Development and Documentation

CivilSurv intends to provide design drawings to the County on their desired platform. Therefore, AutoCAD Civil 3D will be used to develop the construction plans.

Our plans production process is intended to be clear and efficient. The 30% phase plans will delineate preliminary sidewalk alignment (horizontal and vertical), typical sections, turnout treatments, culvert adjustment strategies, and TCP concepts. The 60% submittal phase will advance sidewalk plan and profile, cross sections, drainage structures and computations, utility adjustments, and a more detailed TCP component. The 90% and Final stages will complete plan details, quantities and cost estimate, specifications, bid forms, and special provisions.

Commitment

CivilSurv is committing Josue Diaz, PE to serve as PM for this project. He has over 22 years of experience on similar projects. A recent similar project is the construction of sidewalk at S

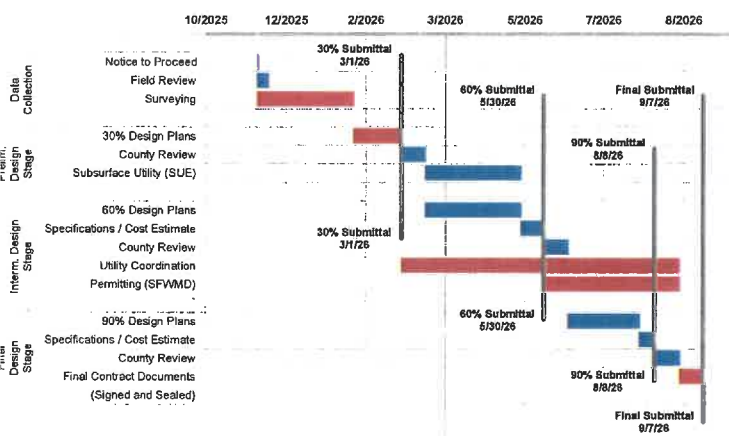


Woodrow Wilson Road, in Plant City.

We are committed to a responsive, schedule-driven delivery that protects access and safety for residents and businesses and produces clean, coordinated, biddable plans. Our team intends to engage the County in the design process, will respond quickly to County comments, maintain transparent cost and schedule reporting, and proactively manage risks associated with drainage, utilities, and MOT. When the County's input is necessary for significant decisions (wall versus grading impacts, extension versus shift, etc.) we will lay out implications clearly so the County can advise with confidence.

Project Schedule and Budget Control

Below is a project timeline showing the main tasks that will control the successful execution of this project. The notice to proceed was assumed at 12/01/2025.



Quality Assurance and Quality Control

CivilSurv uses a straightforward Project Management and QA/QC process to deliver accurate, compliant work on time and without errors. We define roles clearly, review work before every phase submittal, and hold ourselves to established standards and codes.

Our quality program rests on four pillars: plan the work and staff

it appropriately; supervise daily; run formal QC reviews; and keep senior leadership actively involved. 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 Caspian Road sidewalk project will be simple, yet well-organized and effective. Independent reviews by Mark Frederick will occur at all important submittal stages of the project. Before each delivery, discipline leads will complete coordination checks so roadway sheets, drainage computations, TCP/MOT details, and utility adjustments will concur in intent. Furthermore, ADA compliance (curb ramp geometry, detectable warnings, passing spaces, cross slope, and driveway tie ins) will be verified; drainage and conveyance checks will confirm that swales remain functional and that culvert strategies will not introduce adverse impacts; MOT reviews will verify conformance with FDOT and Federal (MUTCD) Standards.

Through these elements, CivilSurv Design Group guarantees prompt, quality, and professional service in the execution of this project.



Tab 3

**Experience, Expertise,
Personnel & Technical
Resources**

Lake County

CR 473 Safe Routes to Schools Sidewalk

Client Name: Lake County Public Works

Contact Person: Seth Lynch

Phone: 352-253-9052

Email: slynch@lakecountyfl.gov

Address: 323 N Sinclair Ave, Tavares, FL 32778

Project Location: Leesburg, Florida

Start / End Dates: 2018-2021

Consultant Cost: \$145,739

Change Orderst: None

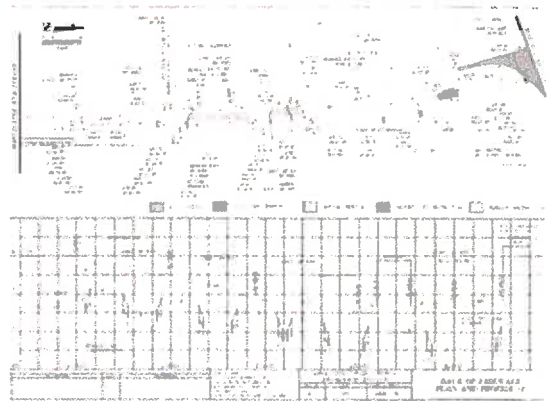
Const. Chnages: None

Project Description:

CivilSurf Design Group, Inc. has served as the surveyor and design/permitting engineer for an important Lake County Safe Route to Schools project. The project involved approximately 6,500 LF of sidewalk, connecting sidewalks on County Road 473 to Treadway Elementary School. Just before the design began, there was a fatality along the road, hastening the project's design and construction. The project led to the construction and safety improvements along the roadway including:

- A gravity wall along the sidewalk, limiting the potential for vehicles to drive into an existing pond, with approximately 650 feet of pedestrian railing;
- Relocation and updating of speed limits to decrease speeds in proximity to the school;
- Reworking and replacement of significant amount of drainage;
- Replacement of 12 driveway crossings and 5 road crossings, limiting the cross slope and rebuilding to FDOT standards making the area ADA compliant.

Due to the County, FDOT, and CivilSurf's efforts, the project had zero change orders and no notable changes to the construction as planned. Further, both the bid and final construction costs came in \$43,000 below estimates. The County further added site lighting to increase safety in the area.



Key Staff & Their Roles

- Project Manager: Josue Diaz
- QA/QC: Craig Fuller

City of Lakeland

Lakeland Park Connector

Client Name: City of Lakeland

Contact Person: Greg James

Phone: 863-834-6040

Email: greg.james@lakelandgov.net

Address: 228 S. Massachusetts Ave., Lakeland, FL 33801

Project Location: Lakeland, Florida

Start / End Dates: 2014/2019 (December 2022 construction)

Consultant Cost: \$677,369

Change Orders: Yes; additional funds for lighting plan design

Const. Chnages: None

Project Description:

This project provides for a new road connecting Carpenters Way to Lakeland Park Drive in north Lakeland. The length of the road is 0.42 miles mostly through wetlands. The roadway was designed through a difficult area that included trails, lighting, significant modification to utilities with coordination, and a large amount of sheet pile and MSE walls to minimize impacts to existing wetlands. The project tasks included survey, roadway and lighting design, utility coordination, and permitting through the Southwest Florida Water Management District and the Army Corps of Engineers.

This project has received multiple awards, from the Florida Chapter of CMAA it was distinguished as 2023 Project of the Year – Less Than \$50M and The American Society of Civil Engineers Ridge Branch recognized this as the 2021 Project of the Year. This distinction was in recognition of the various complexities of the project such as horizontal and vertical geometry as well as drainage and wetland-related design challenges. The result of the project was completion of an important segment in the City's plan for improved east to west automobiles and pedestrian connectivity in the northeast part of the City.



Key Staff & Their Roles

- Principal in Charge: Craig Fuller
- QA/QC: Mark Frederick
- QA/QC: Josue Diaz

City of Sebring

West Lake Jackson Infrastructure Improvements

Client Name: City of Sebring

Contact Person: Scott Noethlich

Phone: 863-471-5100

Email: snoethlich@mysebring.com

Address: 368 S Commerce Avenue, Sebring, FL 33870

Project Location: Sebring, Florida

Start / End Dates: 2020 / Ongoing

Consultant Cost: \$1.7 Million

Change Orders: None

Const Chnages: None

Project Description:

Several infrastructure-related issues have been known to exist along the 2.7-mile section of Lakeshore Drive from Fairmount Drive to US 27. Possibly the most noticeable issue was the diminished rideability of this section of roadway along the western edge of beautiful Lake Jackson. Several irregularities within the street exist, including settlement around sanitary manhole structures and rough transitions at previous pavement cuts for underground utilities and storm sewer. Other issues involved an undersized storm sewer system and absence of water quality treatment prior to discharging to Lake Jackson.

CivilSurv was selected by the City to perform the infrastructure analysis. The study involved the evaluation of existing conditions and consideration of several alternatives for conceptual improvements. With the support of our teaming partners, CivilSurv assisted the City with funding coordination through the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) loan program. Later phases of the project will involve detailed engineering design, permitting, and construction administration services.

Through the analysis, it was determined the storm sewer system was the critical infrastructure element as nearly all of the storm sewer networks contributing to the 28 individual outfalls were found to be inconsistent with current standards. This involved undersized storm sewer pipes and culverts and a lack of adequate curb inlet spacing to efficiently remove stormwater runoff from the roadway. Water quality improvements were proposed to improve the water quality of Lake Jackson, utilizing nutrient-separating baffle boxes. The sanitary sewer system was constructed in the 1990s using PVC gravity sewer. Evidence of soil infiltration was observed at manhole locations and rehabilitation was proposed. The manhole rehabilitation alternatives reviewed included re-benching the inverts and lining the structures as compared to manhole replacement. With the improvements to the storm sewer system and sanitary system rehabilitation, the roadway pavement condition can be addressed.



Key Staff & Their Roles

- Principal in Charge: Craig Fuller
- Project Manager: Mark Frederick
- QA/QC: Josue Diaz
- Project Engineer: Derick Bryant



Plant City Woodrow Wilson Road

Client Name: Plant City

Contact Person: Herby Jean

Phone: 813-659-4200

Email: hjean@plantcitygov.com

Address: 302 W Reynolds St, Plant City, FL 33563

Project Location: Plant City, Florida

Start / End Dates: April 2025-December 2025 (Est)

Consultant Cost: \$117,814

Change Orders: None to Date

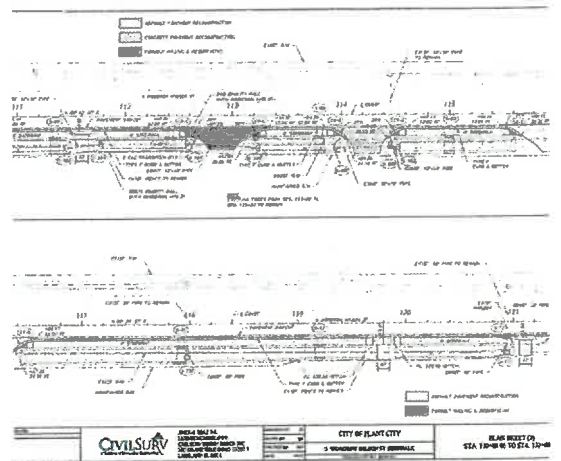
Const Changes: None

Project Description:

CivilSurv surveyed and designed a new sidewalk and extensive drainage system on the East side of Woodrow Wilson Road, between Airport and CSX. The design anticipated and included drainage modifications, including adding approximately 30 flume inlets, to allow the roadway to largely remain with the same cross section. The project includes surveying of the route and defining a maintained right of way based on present maintenance activities and drainage swales that exist.

The new sidewalk will connect to existing sidewalks that on the south at Airport Road intersection. The sidewalk will end at the intersection of Woodrow Wilson and the CSX railroad.

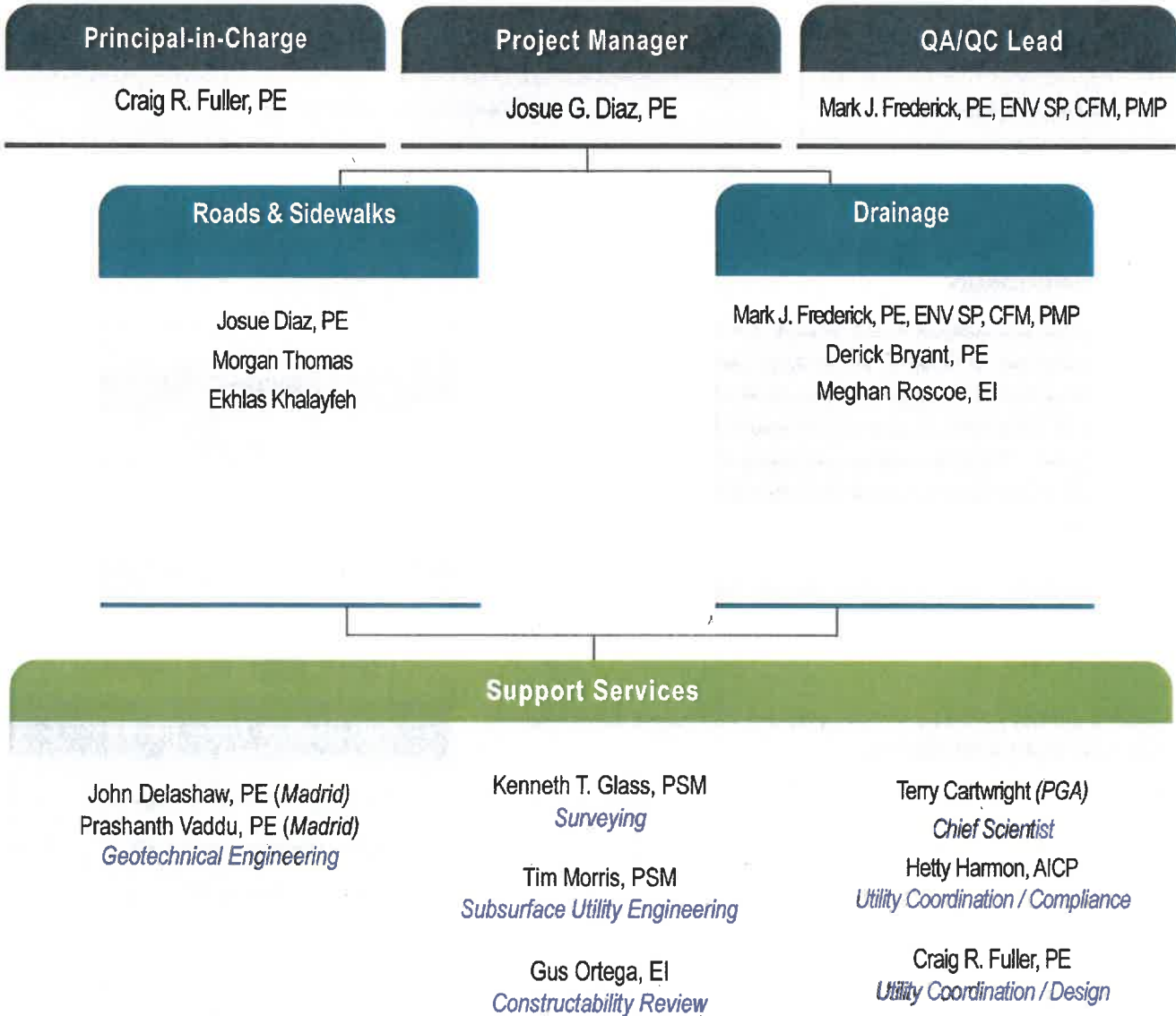
The project is partially funded by a CDBG grant and will increase the connectivity of sidewalks in West-Central Plant City.



Key Staff & Their Roles

- Principapl in Charge: Craig Fuller
- Project Manager: Josue Diaz
- QA/QC: Mark Frederick

Organizational Chart



For Reference

- Madrid - CFTL (*Madrid*)
- Patel, Greene & Associates, LLC (*PGA*)

Mr. Diaz has over 20 years of experience leading and executing diverse roadway projects. Possesses a proven track record of delivering high-quality designs on-time and within budget. Skilled in project management, and technical expertise across various aspects of roadway design, including geometric layout, pavement design, drainage systems, and pedestrian facilities.

Project Experience

Project Manager | Engineer of Record | Woodrow Wilson Sidewalk | Plant City | Florida | 2025 | Anticipated Construction cost - \$1.5M: Responsible for the design and preparation of roads and drainage contract plans and documentation for an approximately 0.5-mile segment of sidewalk with significant drainage modifications between Airport Road and CSX to FDOT standard design.

Project Engineer | CR 473 LAP Safe Routes to School | Lake County Board of County Commissioners | Lake County, Florida | 2018 to 2019 | \$145,739: Responsible for the design of the civil components, including horizontal and vertical layout, drainage systems, and plans production. Project included approximately 1 mile of sidewalk, gravity wall, and replacement drainage components to FDOT standard design.

Project Engineer | Lead Designer | I-4 Beyond the Ultimate | FDOT District 1 | Florida | 2017-2018 | Anticipated Construction cost - \$318M: Responsible for the design and preparation of roadway contract plans and documentation for an approximately 2.0-mile segment of interstate highway I-4. Design included the addition of express lanes and general use lanes, and the establishment of horizontal alignment, vertical grade, 3D corridor modeling, and all plans production aspects pursuant to FDOT complaint construction plans.

Senior Design Engineer | West Pipkin Road 3-Lane Section | Polk County, Florida | 2019-2020 | Anticipated construction cost - \$2.5M: Responsible for the design of the roadway component of three quarters of a mile of road, including geometric layout, maintenance of traffic, plans production, and contractual documentation. The project involved widening from a two-lane rural section to a three-lane urban section with dual left-turn lanes.

Project Engineer | Lead Designer | North Ridge Trail Phasing Redesign | Polk County, Florida | 2022-2023 | Anticipated construction cost is \$38M: This project involved the review and adjustment of the original North Ridge Trail project from 2011, and the partition of the original design and contract documents in separate project segments. Responsible for the redesign of roadway, and signage and markings elements based on updated standards, plans production efforts, multidisciplinary coordination, and utility coordination efforts.

Project Engineer | CR37B / Lakeland Highlands Road | Polk County, Florida | 2007-2008 | Anticipated construction cost is approximately \$34M. Design Cost: \$2.0M: Provided design assistance for CR 37B from CR 540A to just south of the Polk Parkway. Project entailed widening 3 miles of a rural two-lane roadway to a four-lane divided urban section. Improvements included the addition of 4-foot bicycle lanes and sidewalks along both sides of the corridor.

Project Engineer | FDC Grove Road | Polk County, Florida, 2009 | Design Cost: \$2.4M: Responsible for design and preparation of construction contract plans for 6 miles of FDC Grove Road from Patterson Road to Homerun Boulevard. Included roadway, signing and pavement marking, signalization, and structure plans and documentation.

Project Engineer | North Ridge Trail | Polk County, Florida | 2010-2011 | Anticipated construction cost is \$30M. Design Cost: \$1.7M: Design and preparation of construction contract plans and documentation including roadway, signing, pavement marking, signalization, lighting, landscape, and structures. Responsible of roadway design (including roundabout design and traffic calming features). Project is approximately 4.1 miles in length and extends from Deen Still Road to Sand Mine Road.



Expertise

- Roadway/Highway Design
- Municipal Drainage Design
- Project Management

Education

- MA / Theology / Saint Leo University, Florida
- BS / Civil Engineering / University of Puerto Rico, Mayagüez Campus, Puerto Rico

Licenses /Certifications

- Professional Engineer in FL #67975, PR #21005

Specialized Training

- FDOT Advanced Maintenance of Traffic
- FDOT Specifications Package Preparation Certification

Affiliations

- College of Professional Engineers and Land Surveyors of Puerto Rico, Florida Chapter

Mr. Fuller manages and designs water and wastewater 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, water and wastewater facilities, reclaimed water planning, design, permitting, and construction services. Typical project experience includes the following projects:

Project Experience

Project Manager | Lakeland Hills Road Relocation | City of Lakeland | Lakeland, Florida | 2022 to 2026 | \$350,000: Responsible for leading the design and CEI team through the replacement of approximately 5,000 linear feet of water mains and gravity, up to 12-inch diameter. The project included design reviews at 60%, 90%, and 100% bidding, construction administration. The project also includes significant utility coordination, subsurface utility engineering, redesign of mains due to stormwater conflict issues as part of an FDOT design and construction project. Construction includes removal of nearly 3,000 feet of 12" Asbestos Cement piping abatement and removal.

Project Manager | West Pipkin Road Water Main Improvements | City of Lakeland | Lakeland, Florida | 2019 to 2024 | \$552,000: Responsible for leading the design team through the replacement of approximately 17,000 linear feet of water mains and force main, from 4-inch to 16-inch in diameter. The project included design reviews at 60%, 90%, and 100%. The project also includes significant utility coordination, subsurface utility engineering, redesign of mains due to stormwater conflict issues, and the implementation of numerous construction techniques including: wet tapping, temporary service mains, and numerous clearance packages.

QA/QC Reviewer | CR 473 LAP Safe Routes to School | Lake County | Lake County, Florida | 2019 to 2021 | \$145,000: Responsible for overseeing the project and review of critical elements including drainage, break lines, and constructability. Project included approximately 1 mile of sidewalk, gravity wall, and replacement drainage components to FDOT standard design.

Project Manager | Midway Road: Canal 92 and Canal 84 Crossings | St. Lucie County | St. Lucie County, Florida | 2019 to 2020 | \$80,000: Responsible for leading the evaluation, design, and permitting of replacement cross drains across Midway Road in St. Lucie County. Replacement of 72-inch and 48-inch CMP culverts that had soil-cement headwalls with RCP culverts that have structures and concrete headwalls. Project includes evaluation of options, combining multiple drainage pipes into a structure, adding guardrail, MOT component, and stabilizing area.

Contract Manager | Memorial Drive Multi-Use Trail | Highlands County Board of County Commissioners | Sebring, Florida | 2020 to Present | \$150,000: This project involved the design of 1.4-miles of a new 10-foot wide multi-use trail within the existing Memorial Drive right of way. The multi-use trail connects with an existing multi-use trail at Pompano Drive and existing sidewalk at Sebring Parkway. The project was performed under a Local Agency Program (LAP) project agreement between FDOT and Highlands County. Responsibilities included construction document preparation and task management.

Project Manager & QA/QC Reviewer | West Lake Jackson Stormwater Improvements | City of Sebring | Sebring, Florida | 2020 to Present | \$1,673,864: This project involved the evaluation of existing drainage infrastructure at 28 outfall locations, existing sanitary sewer, and pavement along approximately 2.7-miles of SW Lakeview Drive. The existing drainage system was generally found to be substandard and conceptual improvements were proposed. Detailed engineering design as completed based on the recommended conceptual improvements. A significant component of this retrofit project includes the addition of water quality treatment of stormwater prior to discharging to Lake Jackson. The existing wastewater system deficiencies included inflow and infiltration issues that were, in many cases, evident in the pavement surrounding manholes



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)

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

Project Experience

Engineer of Record | Webster Turn Drive Reconstruction & Rehabilitation | Sebring Airport Authority | Sebring, Florida | 2021 to Present | \$132,546: This project involved 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 included utility coordination, SWFWMD Environmental Resource Permit modification, and bid phase assistance. Delayed due to funding, but now under construction.

Project Manager & Engineer of Record | Misc. Drainage Improvements | City of Plant City | Plant City, Florida | 2022 | \$101,391: This project involved drainage system analysis at several locations throughout the City. CCTV inspection services were utilized to identify defects in existing storm sewer pipes and recommend appropriate rehabilitation. Other areas reviewed involved various localized street flooding concerns. Findings and recommendations for each of the analyzed locations were summarized in a preliminary engineering report including an Engineer's Opinion of Probable Construction Costs for each location. Responsibilities included project management and preparation of a preliminary engineering report.

Project Manager & Engineer of Record | Outfalls 28 & 47 Improvements | City of Indian Rocks Beach | Indian Rocks Beach, Florida | 2021 to Present | \$79,565: This project was performed in partnership with the Southwest Florida Water Management District (SWFWMD) as a Cooperative Funding Initiative (CFI) project. The project involved improvements to the City's existing drainage system and the addition of a Nutrient Separating Baffle Box (NSBB) 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.

Project Engineer | Memorial Drive Multi-Use Trail | Highlands County Board of County Commissioners | Sebring, Florida | 2020 to Present | \$150,000: This project involved the design of 1.4-miles of a new 8-foot-wide multi-use trail within the existing Memorial Drive right of way. The multi-use trail connects with an existing multi-use trail at Pompano Drive and existing sidewalk at Sebring Parkway. The drainage system design concept for the project involved the utilization of existing drainage infrastructure, where possible. This innovative approach required the use of multiple typical cross sections throughout the project and resulted in significant reductions to the overall project costs. The project was performed under a Local Agency Program (LAP) project agreement between FDOT and Highlands County. Responsibilities included construction document preparation, drainage design, and task management.

Engineer of Record | West Lake Jackson Stormwater Improvements | City of Sebring | Sebring, Florida | 2020 to Present | \$1,673,864: This project involved the evaluation of existing drainage infrastructure at 28 outfall locations, existing sanitary sewer, and pavement along approximately 2.7-miles of SW Lakeview Drive. The existing drainage system was generally found to be substandard and conceptual improvements were proposed. Detailed engineering design as completed based on the recommended conceptual improvements. A significant component of this retrofit project includes the addition of water quality treatment of stormwater prior to discharging to Lake Jackson.



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

Specialized Training

- FDEP Qualified Stormwater Management Inspector #15170

Mr. Morgan Thomas functions as a Project Engineer with CivilSurv. He is experienced in the use of AutoCAD Civil3D, EPANet, and the Microsoft Office suite. During his employment with CivilSurv he has performed various engineering and design tasks associated with water utilities, roads and drainage, and site development projects. He is familiar with various permitting review agencies and their requirements, including the Southwest Florida Water Management District, the South Florida Water Management District, the Florida Department of Environmental Protection, and several local governments.

Project Experience

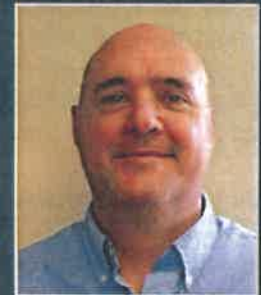
Project Engineer | Webster Turn Drive Reconstruction & Rehabilitation | Sebring Airport Authority | Sebring, Florida | 2021 to Present | \$132,546: This project involved the design for reconstruction and, in certain areas, repair of existing pavement along the 0.7-mile 2-lane rural roadway section within the airport district. Existing stormwater pipes crossing under Webster Turn Drive were evaluated for rehabilitation or replacement needs. Services included utility coordination, SFWMD Environmental Resource Permit modification, and bid phase assistance.

Project Engineer | Keystone Heights Substation Slope Stabilization | Seminole Electric Cooperative Inc. | Keystone Heights, Florida | 2021 to 2022 | \$40,000: This project involved the evaluation of existing slope and erosion issues at the Keystone Heights Substation. Slopes were previously stabilized with a geocell cellular confinement system that had since heaved above the gravel infill and become exposed. The project also involved review of erosion of a grassed slope immediately adjacent to the substation. CivilSurv performed a terrestrial LiDAR scan of the project area to construct a 3D model of the existing conditions. In addition, ground penetrating radar technology was used to locate potential underground improvements that may be disturbed during the slope stabilization construction. Responsibilities included engineering design support.

Project Engineer | Memorial Drive Multi-Use Trail | Highlands County Board of County Commissioners | Sebring, Florida | 2020 to Present | \$150,000: This project involved the design of 1.4 miles of a new 8-foot-wide multi-use trail within the existing Memorial Drive right of way. The multi-use trail connects with an existing multi-use trail at Pompano Drive and existing sidewalk at Sebring Parkway. The project was performed under a Local Agency Program (LAP) project agreement between FDOT and Highlands County. Responsibilities included engineering design and construction document preparation.

Project Engineer | West Lake Jackson Stormwater Improvements | City of Sebring | Sebring, Florida | 2020 to Present | \$1,673,864: This project involved the evaluation of existing drainage infrastructure at 28 outfall locations, existing sanitary sewer, and pavement along approximately 2.7-miles of SW Lakeview Drive. The existing drainage system was generally found to be substandard and conceptual improvements were proposed. Detailed engineering design as completed based on the recommended conceptual improvements. A significant component of this retrofit project includes the addition of water quality treatment of stormwater prior to discharging to Lake Jackson.

Project Engineer | Midway Road Culvert Replacement at Canal 92 and Canal 84 | St. Lucie County Public Works Department | Port St. Lucie, Florida | 2018 to 2020 | \$80,000: This project involved the replacement of large cross drain culverts under Midway Road at Canals 92 and 84. The existing culverts were 72-inch and 48-inch corrugated metal pipe culverts with soil-cement headwalls. The replacement culverts were designed as reinforced concrete pipe culverts with reinforced concrete MES and end walls, designed in accordance with FDOT specifications. The project included the evaluation of replacement alternatives, rerouting multiple drainage pipes into a common structure, adding roadside safety improvements, maintenance of traffic design, and stabilizing sloping. Responsibilities included engineering design and construction document preparation, along with the inspection of construction completed.



Expertise

- Utility System Design & Analysis
- Transportation Infrastructure Design
- Site Development
- CADD

Education

- BS / Civil Engineering / Florida Institute of Technology

Specialized Training

- FDEP Qualified Stormwater Management Inspector #38093
- FDOT Concrete Field Inspector
- FDOT Concrete Lab Technician
- FDOT Earthwork Construction Inspection Level 1
- FDOT Quality Control Manager
- FDOT Equal Opportunity Compliance
- FDOT Tier 1 Illicit Discharge Detection and Elimination

Ms. Ekhlas Khalayfeh is a recent graduate with a Bachelor's degree in Environmental Engineering and hands-on experience in municipal infrastructure projects, including stormwater systems as well as roadway design support. She has built a strong foundation with CivilSurv as a summer intern prior to joining as a full-time employee. She is skilled in applying engineering principles to real-world challenges, with professional certifications in AutoCAD and practical experience as a GIS user to support data-driven project delivery. She brings technical proficiency, attention to detail, and a collaborative mindset to support CivilSurv's municipal infrastructure design and analysis projects.

Project Experience

Project Engineer | S. Woodrow Wilson Street Sidewalk | Plant City | Plant City, Florida | 2025 to Present | \$117,000: Provided engineering support for 0.5-mile sidewalk design project extending from Airport Road to CSX Railroad as part of Community Development Block Grant infrastructure improvements. Assisted with construction plan development including drainage analysis, utility coordination, and stormwater management design for Type F curb and gutter installation with closed flume conveyance systems. Supported utility coordination efforts involving 12-inch potable water main adjustments and gas main conflict resolution. Participated in 60% and 100% design document preparation, technical specification development, and Engineer's Opinion of Probable Construction Costs preparation using FDOT standards. Assisted with Southwest Florida Water Management District Environmental Resource Permit exemption verification and permitting coordination for multi-phase sidewalk improvement program.

Project Engineer | NPDES Permit Support Services | Polk City | Polk City, Florida | 2025 to Present | \$14,540: This project involved general support services to the City to assist with annual NPDES requirements. CivilSurv's scope of services included a thorough review of the City's stormwater practices, NPDES reporting assistance, and FDEP audit response assistance.

Project Engineer | West Lake Jackson Stormwater Improvements | City of Sebring | Sebring, Florida | 2025 to Present | \$1,673,864: This project involved the evaluation of existing drainage infrastructure at 28 outfall locations, existing sanitary sewer, and pavement along approximately 2.7-miles of SW Lakeview Drive. The existing drainage system was generally found to be substandard and conceptual improvements were proposed. Detailed engineering design as completed based on the recommended conceptual improvements. A significant component of this retrofit project includes the addition of water quality treatment of stormwater prior to discharging to Lake Jackson. The existing wastewater system deficiencies included inflow and infiltration issues that were, in many cases, evident in the pavement surrounding manholes. Designed improvements to the wastewater system and roadway were also included as part of the project. This project involved funding coordination for the State Revolving Fund (SRF) loan through the Florida Department of Environmental Protection (FDEP). Due to the size of the project, a phased approach was implemented.

Engineering Intern | Parking Lot 5 | Florida Polytechnic University | Lakeland, Florida | 2023 to 2024 | \$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.



Expertise

- Stormwater management system design
- Utility system design
- Roadway design
- CADD & GIS

Education

- BS / Environmental Engineering / Florida Polytechnic University

Licenses /Certifications

- Engineer Intern in FL #00000 (*Pending*)
- Autodesk AutoCAD Certified User

Affiliations

- Florida Engineering Society

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. By 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 | West Lake Jackson Stormwater Improvements | City of Sebring | Sebring, Florida | 2022 to Present | \$1,673,864: This project involved the evaluation of existing drainage infrastructure at 28 outfall locations, existing sanitary sewer, and pavement along approximately 2.7-miles of SW Lakeview Drive. The existing drainage system was generally found to be substandard and conceptual improvements were proposed. Detailed engineering design as completed based on the recommended conceptual improvements. A significant component of this retrofit project includes the addition of water quality treatment of stormwater prior to discharging to Lake Jackson. The existing wastewater system deficiencies included inflow and infiltration issues that were, in many cases, evident in the pavement surrounding manholes.

Senior Engineer | Outfalls 28 & 47 Improvements | City of Indian Rocks Beach | Indian Rocks Beach, Florida | 2022 to Present | \$79,565: This project was performed in partnership with the Southwest Florida Water Management District (SWFWMD) as a Cooperative Funding Initiative (CFI) project. The project involved improvements to the City's existing drainage system and the addition of a Nutrient Separating Baffle Box (NSBB) 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.

Senior Engineer | Outfalls 02, 03 & 04 Improvements | City of Indian Rocks Beach | Indian Rocks Beach, Florida | 2023 to 2024 | \$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.

Senior Engineer | Stormwater Master Plan Update | City of Indian Rocks Beach | Indian Rocks Beach, Florida | 2022 | \$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 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.



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

Ms. Meghan Roscoe is a Project Engineer with significant experience in municipal infrastructure and stormwater design. She is recognized for technical expertise in stormwater hydrology, hydraulics, and water quality / treatment analysis. She has demonstrated leadership in GIS applications and data management and is also a certified AutoCAD user. She has passed the Professional Engineering exam and is on track for licensure as a Professional Engineer upon completion of the experience requirement. Ms. Roscoe is detail-oriented and dedicated to delivering efficient, sustainable solutions for CivilSurV's clients

Project Experience

Project Engineer | Waterfront Drainage Improvements | City of Sebring | Sebring, Florida | 2023 to Present | \$109,700: This project involved data collection within a 111-acre study area and a drainage analysis of the 22.9-acres contributing runoff to the City-owned property known as the "Waterfront Property." The City plans to redevelop portions of the Waterfront Parcel which currently includes the civic center, community theatre, and art museums. A drainage issue was known to exist due to the routing of a significant offsite basin through the Waterfront Property to Lake Jackson, an impaired waterbody. The preliminary stormwater management analysis identified 2 conceptual stormwater improvement scenarios to address existing drainage issues and to accommodate potential future redevelopment of the site. CivilSurV's scope of services included topographic surveying, drainage infrastructure inventory data collection, and a preliminary drainage analysis.

Project Engineer | Misc. Drainage Improvements | City of Plant City | Plant City, Florida | 2022 | \$101,391: This project involved drainage system analysis at several locations throughout the City. CCTV inspection services were utilized to identify defects in existing storm sewer pipes and recommend appropriate rehabilitation. Other areas reviewed involved various localized street flooding concerns. Findings and recommendations for each of the analyzed locations were summarized in a preliminary engineering report including an Engineer's Opinion of Probable Construction Costs for each location.

Project Engineer | Outfalls 28 & 47 Improvements | City of Indian Rocks Beach | Indian Rocks Beach, Florida | 2021 to Present | \$79,565: This project was performed in partnership with the Southwest Florida Water Management District (SWFWMD) as a Cooperative Funding Initiative (CFI) project. The project involved improvements to the City's existing drainage system and the addition of a Nutrient Separating Baffle Box (NSBB) 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.

Project Engineer | Stormwater Master Plan Update | City of Indian Rocks Beach | Indian Rocks Beach, Florida | 2021 to 2022 | \$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.

Project Engineer | Outfalls 02, 03 & 04 Improvements | City of Indian Rocks Beach | Indian Rocks Beach, Florida | 2023 to Present | \$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.



Expertise

- Utility System Design & Analysis
- Stormwater Management System Design & Analysis
- CADD & GIS

Education

- BS / Environmental & Mechanical Engineering / Florida Polytechnic University

Licenses /Certifications

- Engineering Intern in FL #1100025880
- NASSCO Pipeline, Manhole & Lateral Assessment Certifications

Specialized Training

- Autodesk Storm & Sanitary Analysis Software
- BMP Trains Software

Affiliations

- Florida Engineering Society

Mr. Glass is a multi-faceted surveying and mapping professional with over 40 years of experience. 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.

Project Experience

Project Manager | District Wide Survey and Right of Way Mapping CSC | FDOT District One | 1993 to Present | \$3 million per term, Est \$20 million: Mr. Glass has been a project manager for these contracts and has been the client liaison and overall project manager for this task work order contract. He has prepared scopes, negotiated project budgets, scheduled sub-consultant activities and has been responsible for QA/QC of both design and right of way surveys.

Surveyor of Record | West Landover Sidewalk | Hernando County Board of County Commissioners | Spring Hill, Florida | 2021 | \$39,222: This project involved the design of 1.2 miles of new sidewalk along Landover Boulevard from Northcliffe Road to Elgin Boulevard. The County contracted with CivilSurv to complete the design survey utilizing UAS (drone) and photogrammetric mapping methods. CivilSurv's survey deliverable was used by the County's Engineering Department as the basis for design of the new sidewalk.

Surveyor of Record | Old Northeast Infrastructure | City of St. Petersburg | St. Petersburg, Florida | 2021 to 2023 | \$340,360: This project is for the design and upgrading of the water service and improving the drainage system in the area. Much of the existing infrastructure in this area dates back to the early 1900s. Due to its age and other considerations, the existing infrastructure is antiquated and in need of replacement. CivilSurv established the horizontal and vertical control, collected topographic and storm sewer information, and recovered the existing right of way. The survey will be used as the basis for design of infrastructure improvements.

Surveyor of Record | 2nd Street SW Complete Streets Project | City of Winter Haven | Winter Haven, Florida | 2022 | \$14,340.00: This project involved designing the subject corridor in downtown Winter Haven as a Complete Streets project. CivilSurv supported this project as a subconsultant to Kimley-Horn and Associates, providing topographic survey data collection using terrestrial LiDAR scanning methods. Responsibilities included management of survey data collection and mapping of the exiting right of way.

Surveyor of Record | Tyler Street Stormwater Improvements | City of Plant City | Plant City, Florida | 2022 | \$16,500: This CDBG funded project involved the design of new sidewalks and stormwater improvements in three areas of Plant City: West Spencer Street; West Warren Street; and Dr. Martin Luther King Jr. Boulevard. As a subconsultant to Patel, Greene and Associates, CivilSurv provided 3D survey data, alignments and exiting right of ways to serve as the basis for infrastructure improvement construction plans.

Surveyor of Record | Memorial Drive Multi-Use Trail | Highlands County Board of County Commissioners | Sebring, Florida | 2020 to Present | \$150,000: This project involved the design of 1.4-miles of a new 8-foot-wide multi-use trail within the existing Memorial Drive right of way. The multi-use trail connects with an existing multi-use trail at Pompano Drive and existing sidewalk at Sebring Parkway. The drainage system design concept for the project involved the utilization of existing drainage infrastructure, where possible. This innovative approach required the use of multiple typical cross sections throughout the project and resulted in significant reductions to the overall project costs. The project was performed under a Local Agency Program (LAP) project agreement between FDOT and Highlands County. Responsibilities included topographic survey.



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

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 | SR 56 | FDOT District Seven / Barge Design | Pasco County, Florida | 2025 | \$90,414:

This project generally involved resurfacing & drainage improvements along State Road 56 responsible for 3.81-mile design/topographic survey project using conventional survey methodology on State Road 56 from Bruce B. Downs Blvd. to Meadow Point Blvd. Responsibilities included providing 138 Level A Subsurface Utility Investigations and designation of utilities along select areas of the corridor. Verified horizontal & vertical locations of utilities along with respective survey data.

Project Manager | SR 436 | FDOT District 5 / Barge Design| Orange County, Florida | 2025 | \$97,382:

This project was for the milling & resurfacing of pavement along with drainage & safety improvements. Managed all subsurface utility engineering related activities for 2.09 miles of State Road 436 including providing 55 Level A Subsurface Utility Investigations and designation of utilities along select intersections along the corridor.

Project Manager | State Road 538 Exit Ramp to John Young Parkway | FDOT Turnpike Enterprise District/ Barge Design | Orange County, Florida | 2025 | \$112,879:

This project was for the widening & resurfacing of pavement along with drainage & safety improvements. Established alignment & right of way along project corridor. Managed all subsurface utility engineering related activities for 2.0 miles of State Road 538 including providing 85 Level A Subsurface Utility Investigations and designation of utilities along the entire corridor.

Project Manager | Five Points Roundabout | City of Lakeland/PGA | Polk County, Florida | 2021 |

\$22,600: Purpose of project was for the design of a roundabout at the intersection of lake Beulah Drive & Sloan Avenue including various drainage improvements, signing & pavement marking. Responsibilities included providing 28 Level A Subsurface Utility Investigations and designation of utilities along select areas of the corridor. Verified horizontal & vertical locations of utilities along with respective survey data.

Project Manager | SR 655 from Coleman Road to CR 542 | Scalar Consulting Group | Polk County, Florida | 2021 |

\$40,300: Purpose of project was for pavement resurfacing, installation of signal strain poles, various drainage improvements, signing & pavement marking. Responsibilities included providing 55 Level A Subsurface Utility Investigations and designation of utilities along select areas of the corridor. Verified horizontal & vertical locations of utilities along with respective survey data.

Project Manager | Wildwood Subdivision Drainage Improvements | Polk County Board of County Commissioners | Polk County, Florida | 2021 |

\$20,000: Purpose of project was for the re-design drainage to alleviate existing drainage problems inside Wildwood Subdivision. Responsibilities included providing 26 Level A Subsurface Utility Investigations. Verified horizontal & vertical locations of utilities along with respective survey data.

Project Manager | West Pipkin Road Widening from Dorman Road to State Road 37 | Polk County Board of County Commissioners | Polk County, Florida | 2021 |

\$13,000: This project was for the widening of West Pipkin Road. Responsibilities included providing 19 Level A Subsurface Utility Investigations. Verified horizontal & vertical locations of utilities along with respective survey data.



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

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 | 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 | \$350,000: 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 Present | \$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 Present | \$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

Ms. Hetty Harmon has more than 40 years of experience involving utility coordination in accordance with FDOT standards, permitting, and planning. This experience has encompassed water/wastewater utility projects, roadway projects, intersection improvements, land development projects, sidewalk installations and bridge replacements. Other duties have included coordination for developers of planning, engineering, marketing, financing and construction management of numerous infrastructure projects.

Project Experience

Utility Coordinator | Armstrong/S. Pipkin and Old Medulla Drainage Improvements | Polk County Roads & Drainage Division | Winter Haven, Florida | 2023 to 2025 | \$10,200: Utility coordination for the drainage improvements on S. Pipkin Rd neighborhood streets for Polk County. Coordinated with Frontier, Lakeland Electric, Lakeland Water, and Spectrum.

Utility Coordinator | Carefree Cove Drainage Improvements | Polk County Roads & Drainage Division | Winter Haven, Florida | 2023 to 2025 | \$11,500: Utility coordination for the drainage improvements for the Carefree Cove Subdivision for Polk County. Coordinated with Frontier, Spectrum, TECO, City of Winter Haven Utilities, Florida Public Utilities, and ATT.

Utility Coordinator | Polk City Potable Water System Intra-System Interconnect | Polk City | Polk City, Florida | 2023 to 2025 | \$63,150: Utility coordination for the improvements to the potable water system intra-system interconnect along S.R. 33 for Polk City. Coordinated with Frontier, Spectrum, Lakeland Electric, Florida Gas Transmission, MCI, Wanrack and Uniti.

Utility Coordinator | Cypress Garden Road & Lake Ned Roundabout | Polk County Roads & Drainage Division | Winter Haven, Florida | 2023 to 2024 | \$9,705: Utility coordination for the roundabout located at the intersection of Cypress Garden Rd and Lake Ned for Polk County. Coordinated with Frontier, Spectrum, TECO, City of Winter Haven, and Florida Public Utilities.

Utility Coordinator | Outfalls 28 & 47 Improvements | City of Indian Rocks Beach | Indian Rocks Beach, Florida | 2021 to 2023 | \$79,565: This project was performed in partnership with the Southwest Florida Water Management District (SWFWMD) as a Cooperative Funding Initiative (CFI) project. The project involved improvements to the City's existing drainage system and the addition of a Nutrient Separating Baffle Box (NSBB) to improve water quality before discharging stormwater runoff to Clearwater Harbor. CivilSurf's scope of services for the project included topographic survey, subsurface utility exploration, engineering design, permitting, and construction administration support services.

Utility Coordinator | Outfalls 02, 03 & 04 Improvements | City of Indian Rocks Beach | Indian Rocks Beach, Florida | 2023 to 2024 | \$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. CivilSurf's scope of services for the project included topographic survey, subsurface utility exploration, engineering design, permitting, and construction administration support services.

Utility Coordinator | Memorial Drive Multi-Use Trail | Highlands County Board of County Commissioners | Sebring, Florida | 2021 to 2023 | \$150,000: This project involved the design of 1.4-miles of a new 8-foot-wide multi-use trail within the existing Memorial Drive right of way. The multi-use trail connects with an existing multi-use trail at Pompano Drive and existing sidewalk at Sebring Parkway. The drainage system design concept for the project involved the utilization of existing drainage infrastructure, where possible. This innovative approach required the use of multiple typical cross sections throughout the project and resulted in significant reductions to the overall project costs. The project was performed under a Local Agency Program (LAP) project agreement between FDOT and Highlands County. Responsibilities included utility coordination, construction document preparation, drainage design, and task management.



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



Key Staff Availability & Location



Locations	Name/ Title	Yrs of Experience	% of Availability
Office: Lakeland, FL Home: Lakeland, FL	Josue G. Diaz, PE Project Manager	21	80%
Office: Lakeland, FL Home: Winter Haven, FL	Craig R. Fuller, PE Principal in Charge	23	30%
Office: Lakeland, FL Home: Winter Haven, FL	Mark J. Frederick, PE, ENV SP, SFMN, PMP Quality Control	20	40%
Office: Vero Beach, FL Home: Vero Beach, FL	Morgan Thomas Roadway Project Engineer	25	70%
Office: Lakeland, FL Home: Mulberry, FL	Ekhlas Khalayfeh Roadway Project Engineer	1	85%
Office: Lakeland, FL Home: Lakeland, FL	Derick Bryant, PE Senior Drainage Design Engineer	20	20%
Office: Lakeland, FL Home: Lakeland, FL	Meghan Roscoe, EI Project Engineer	4	60%
Office: Lakeland, FL Home: Lakeland, FL	Kenneth T. Glass, PSM Survey Lead	42	25%
Office: Lakeland, FL Home: Plant City, FL	Timothy A. Morris, PSM SUE Lead	26	40%
Office: Lakeland, FL Home: Alturas, FL	Gus Ortega, EI Constructability Review	1	30%
Office: Lakeland, FL Home: Mulberry, FL	Hetty C. Harmon, AICP Utility Coordination	40	50%



Subconsultant Partners



Patel, Greene and Associates, LLC (PGA) is a leading transportation design and planning firm that was founded in 2011. PGA provides transportation engineering solutions for the Florida Department of Transportation (FDOT), municipalities, and other agencies throughout Florida. They are a leader in innovative roadway, drainage, structures, and traffic engineering, as well as environmental, planning, GIS, landscape architecture, facilities preservation, construction services, and civil site. They take great pride in providing their clients with the most cost-effective, practical, and performance-based engineering solutions that fit the needs and the budget of the project. The firm has managed, designed, and reviewed hundreds of projects ranging from sidewalks to resurfacings and from widenings to multi-level interchanges, as well as new alignments.

PGA's philosophy has always been simple: provide the best customer service and highest quality work to its clients. Staff strive to exemplify PGA's core values of Integrity, Commitment, and Excellence in every interaction and deliverable produced. Today, PGA employs more than 160+ staff across its Florida offices in Tampa, Bartow, Sarasota, Tallahassee, Fort Lauderdale, and Orlando. The firm's success has allowed them to steadily grow, continuing to add experienced personnel and expand their service offerings.

PGA considers its people the firm's greatest asset. They have brought together a team of dedicated engineers, designers, scientists, and planners, all with a common goal of putting their clients first. This ethos drives each PGA professional to provide the best client service

Madrid CFTL has been providing Geotechnical Engineering and Construction Materials Testing services to various clients and owners throughout Florida since 1971. They include various state and local agencies (FDOT, CFX, THEA, Turnpike), counties and municipalities (Polk, Pinellas, Pasco, Hillsborough, Manatee, Sarasota, Charlotte, Lee, Collier, Hernando, Hardee, Orange, Manatee), prime consultants, contractors, and private owners. We have also served various water management districts and agencies including SFWMD, SWFWMD, Polk County Utilities etc. since our inception.

Our staff is experienced in water-wastewater, transportation, commercial, institutional, and residential market sectors. We have been involved in alternative/

collaborative delivery as well as the conventional design-bid-build delivery mechanisms.

Our team of 70+ technical staff includes Professional Engineers, Professional Geologists, CTQP, and ACI certified field and laboratory inspectors. Madrid CFTL's technical team is supported by two CMEC accredited and FDOT qualified laboratories in District 1 and District 7.

Madrid CFTL offers the following services:

- Geotechnical Engineering
- Geo-Environmental – Phase I and II ESAs
- Geotechnical Drilling
- Laboratory Testing
- Asphalt Plant Inspections
- CEI Support Service
- Forensic Geotechnical and Structural Engineering
- Pavement Evaluations
- Roofing Inspections
- Geophysical Evaluations
- Engineering Services During Construction
- Value Engineering and Peer Reviews



TERRY CARTWRIGHT

Chief Scientist



Terry is the Environmental Group Manager with Patel, Greene and Associates (PGA). He has more than 27 years of experience and a diverse background in environmental permitting, wetlands ecology, biology, and natural resources planning. His specific expertise includes airport wildlife hazard assessments, listed species assessments, wetland assessments, wetland jurisdiction determinations, and wetland mitigation design. Prior to working as an environmental consultant, he was employed by the Florida Department of Environmental Protection (FDEP) for six years, performing a variety of wetland permitting activities including wetland delineations, seagrass surveys, habitat assessments, mitigation proposals, and processing Environmental Resource Permit applications.

Education

B.S., Forest Resources and Conservation, University of Florida, 1997

Work Experience

Patel, Greene and Associates
2017 - Present

AECOM
2006 - 2017

Florida Department of Environmental Protection
2000 - 2006

Florida Department of Transportation
1997 - 2000

Contact

14499 N Dale Mabry Hwy
Suite 200
Tampa, FL 33618
813.946.8955
terry.cartwright@patelgreene.com

Experience

W Pipkin Rd Widening from Dorman Rd to SR 37, Polk County, FL, Polk County Board of Commissioners, Environmental Lead: PGA worked closely with Polk County on W Pipkin Rd, a constrained corridor, to provide increased capacity while accommodating all users for this half-mile long segment. The proposed design included the widening of W Pipkin Rd from a two-lane to a three-lane facility, improvements for access management, and the construction of sidewalks. PGA was responsible for setting wetland lines, gopher tortoise surveys and relocation, environmental permitting, and coordination with agencies.

Tarpon Point Marina Facility Permitting, Manatee County, FL, Project Manager: This project involved development of a new public marina facility, including permanent wet and temporary slips, wave attenuators, and dredging activities. PGA provided ecological and permitting support services associated with this new development. PGA has researched existing permits, habitats, and other previously documented environmental constraints at the project site and conducted seagrass/benthic surveys of the project area. After compiling all required information, PGA submitted applications to the FDEP and the USACE.

Resurface Polk Pkwy and Safety Upgrades from MP 0.0 to MP 8.0, Polk County, FL, Florida's Turnpike Enterprise, Environmental Lead: PGA was the prime consultant for design and 3D modeling on this pilot project for Florida's Turnpike Enterprise that will use Automated Machine Guidance (AMG) for construction. The project extends the pavement service life of this limited access facility by providing milling, resurfacing, and upgrades to both safety and design for Polk Pkwy. The work included incorporation of previous ERCAR recommendations, guardrail repairs, and cross-slope evaluation. Terry was responsible for delineating wetland boundaries, wildlife assessments, and environmental permitting.

US 41 (SR 45) from River Rd to Woodmere Park Blvd, Sarasota County, FL, FDOT District One, Environmental Scientist: The purpose of this project was to fill in gaps of pedestrian mobility from River Rd to Woodmere Park Blvd. Additional improvements to this segment included pedestrian lighting, pedestrian signals, drainage upgrades, and the addition of handrail, rubrail, retaining walls, and concrete bus stop pads. PGA led the drainage, structures, and environmental efforts. Terry's responsibilities included environmental permitting, assessing risks to endangered and threatened species, and completing species-specific surveys.

patelgreene.com

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.

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 consulting services for multiple other components 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

- 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)

Prashanth Vaddu, P.E.

President



Mr. Vaddu has an extensive background and expertise in geotechnical engineering, construction materials testing and inspection through a career spanning over 20 successful years. He is thoroughly knowledgeable with Pavement Design, Bridge Foundation Investigations (BFI), Wall Foundation Investigations (WFI), MS4 and Roadway Soil Surveys. He has served as geotechnical lead and contract manager for several GDOT, FDOT, and municipal transportation on-call projects.

Mr. Vaddu is responsible for completion of tasks and deliverables in accordance with applicable DOT Design Manuals. He is also experienced with recommendations for ground modification and remediation including stone columns, Geo-Piers, low mobility pressure grouting, chemical injection grouting and grouted injection perforated piers.



Project Experience

SR 50 (Cortez Blvd.) from W of Buck Hope Road to W of Jefferson Street, Hernando County, FL (2018 – 2021) – Role: Geotechnical Project Manager. Prashanth provided geotechnical engineering evaluation services for this 2.5-mile-long roadway widening project. Services included evaluating inside widening along the entire project alignment, five gravity retaining walls, eight sheet pile walls, and a total of 16 mast arm and signal poles. The project traversed through several heavily wooded as well as wetland areas.

South Selmon Expansion, Hillsborough County, FL (2018 - 2021) – Role: Project Principal. As the project principal, Prashanth provided Preliminary Soil Survey and Preliminary Geotechnical Structures Reports in support of the South Selmon Expansion PD&E study. The evaluations included pavement coring, roadway soil survey and 13 twin-bridges along 4.5 miles of roadway. Evaluations included preliminary assessment of the six alternatives planned as a part of the expansion along with preliminary pile/shaft capacity curves for PSC, HPiles, and drilled shafts.

Port Sutton Bridges, Hillsborough County, FL (2020 – 2021) – As the Project Principal, Prashanth provided Geotechnical Engineering Consulting Services for this bridge replacement project. A total of two bridges were replaced in the immediate vicinity of a sensitive power generation plant. As the geotechnical engineer, Mr. Vaddu evaluated the use of several deep foundations including non-redundant drilled shafts for both the single-span bridges. Preliminary evaluations included evaluating the driven piles (PSC and Steel H Piles) along with drilled shafts. The findings were presented in a final bridge report.

Thornhill Rd. Bridge Replacement, Polk County, FL (2020-2021) – As the Project Principal, Prashanth provided geotechnical oversight and quality assurance for this bridge replacement project. Geotechnical analyses included evaluation of box culvert and short single-span concrete bridge as replacement structures for the aging bridge. Additionally, the existing pavement was evaluated along both approaches for a total project length of 0.4 miles. PSC and H-Piles were evaluated for support of the short single-span bridge option while shallow foundations were evaluated for support of the box culvert. Davison pile capacity curves were generated to assist with the design of the project.

Years of Experience

- 20 Years

Education

- Master of Science in Civil Engineering, Southern Illinois University, Carbondale, IL
- Bachelor of Science in Civil Engineering, Osmania University College of Engineering, Hyderabad, India

Professional Registration


- Florida PE # 75144
- Georgia PE # 039820
- S. Carolina PE # 30217

Relevant Certifications

- GDOT LRFD Training – BFI and WFI
- GDOT Plan Development Process (PDP) Training
- GPTQ Materials Committee Co-chair
- Seismic Reflection/Refraction Training – Geometrics of San Jose, CA

Benefits to DOT:

- Extensive experience handling multiple on-call contracts and multiple TO's simultaneously
- Demonstrated expertise in DOT processes and procedures
- Extensive experience with direct push (CPT) and mud-rotary drilling methods
- Demonstrated experience with DB projects both as EOR as well as Contract Manager



Tab 4

Interactions with County & Regulatory Staff



Interactions with County & Regulatory Staff

Working with County Staff and Regulatory Agencies is critical to the success of the project. At the start of the project we have a kick off meeting to discuss the project with County Staff and other stakeholders 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. We also like to have a comprehensive review meeting with County Staff for each phase submittal of the plans to go over the project and address any issues or concerns. CivilSurv has established a strong working relationship with the County, FDOT, and the SFWMD. Josue Diaz, P.E., the Project Manager, will be the lead point of contact for the project. The proposed path will have both wetland and ERP coordination. While differing agencies, Mr. Diaz will arrange for the meeting keeping key staff such as Terry Cartwright, Mark Frederick, PE, CFM, ENV SP, PMP, and Hetty Harmon, AICP involved to coordinate technical efforts. As noted in the approach, there are opportunities to improve the stormwater collection in the area. CivilSurv will keep in mind the real intent of the project and will attempt to limit stormwater improvements as budgets are always limited and costs keep increasing.

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've done all of those tasks numerous times in the previous year.

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. For most sidewalk and trail projects, we have been able to obtain a permit exemption instead of having to permit the project that would require treatment. Examples include the Memorial Drive Trail project and Lake County Safe Routes to School projects. Both had sections of culverts and drainage without existing permitting and minimal documentation. We modeled and proved our proposed systems were equivalent or superior and acquired permit exemptions for both projects.

Obtaining permits to construct a project can prove to be one of the most time consuming tasks in the design of any project. CivilSurv has more than 45 years of experience in the design and permitting of various projects in Polk County. Pre-application meetings with the SFWMD for ERPs can be a critical step in the process. If we can find ways to mitigate impacts, there may be ways to meet the intent without having to mitigate all new stormwater generated and wetlands impacted. Notably, since the conveyance system are swales that exists along the route, it will likely be able to gather the small amount of additional stormwater generated from this project. In previous projects, the SFWMD has allowed for exemptions for water quality/water quantity impacts for similar projects. The existing wetlands in the area are already heavily impacted wetlands. While we do not believe we will impact any additional wetland, we have Environmental Scientists on the team for defining and permitting of such impacts. If we do not impact wetlands beyond additional 0.5 acre, the project may be able to qualify for a SWERP General Permit. This would reduce permitting time and eliminate wetland mitigation. There are other methods for compensatory wetlands if that cannot be proven.

Based on a review of the Caspian Road swale system, there is some minimal treatment acquired from the swales, and the adjacent systems to the East and West with larger storage. Our team has completed the design for numerous low impact projects such as Rain Gardens in service for approximately 15 years – the first such installed for the City of Winter Haven.



Tab 5

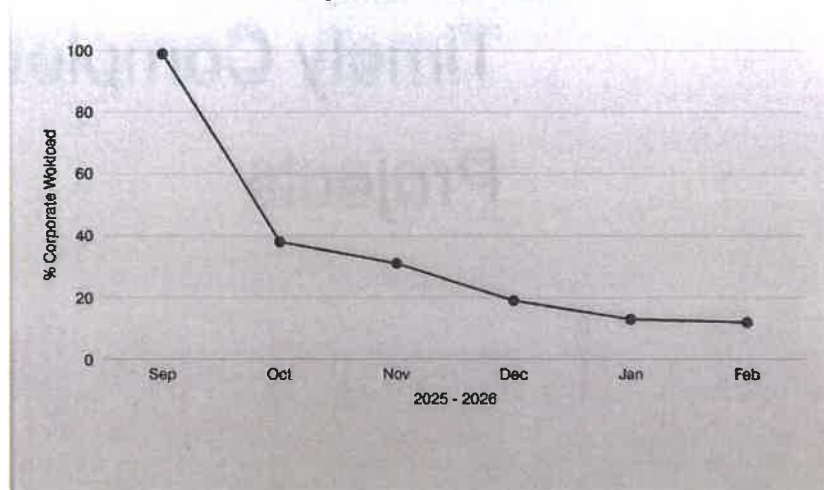
Timely Completion of Projects



Timely Completion of Projects

CivilSurv is very progressive when it comes to understanding its current workload and its capacity to take on additional work without impacting our ability to service our clients. Our proactive management process ensures the availability of firm wide and Florida-based resources for project staffing requirements. CivilSurv's local engineering staff is backed by 45 employees who include 13 Licensed Professionals. Based on our current and projected workload (see graph below) we are confident that we can meet the technical and human resource needs anticipated for this contract. This specific project is an excellent opportunity for a renewed relationship with Polk County's Roads and Drainage Division.

Projected Workload



Staff Resource Management

CivilSurv's proactive management system, known as "cast-ahead," is used to detail every project's personnel needs and also to determine each staff person's availability. We continuously update this with cloud-based management tools and a software specifically built for our team under the Deltek Ajera platform. By continuously matching project needs with staff availability, our cast-ahead system is a valuable tool for keeping our projects on schedule and staff occupied. The cast-ahead system is accessible by all of our project managers throughout the firm. It is the primary means of tracking and evaluating our staffing needs – we can see all projects, all deliverables, and all due dates along with commitments for staff. Updated monthly by the project managers, the cast-ahead system forecasts our workload for the rest of the month and the upcoming six-month period. The cast-ahead process ensures that sufficient staff and hours are available to meet project schedules.

Work overloads or shortages for specific personnel, individual offices, and disciplines are tabulated and addressed at monthly team meetings. Where possible, these imbalances are resolved through internal shifts of personnel between teams and offices. The objective is to balance the workload in a manner that maximizes the use of production staff, while ensuring that all project requirements and client deadlines are met.

Our contract manager, Josue Diaz, P.E., and our Principal In Charge have determined that our team is readily available and fully capable of staffing this Polk County project. As noted in the graph above, some of our staff is completing similar projects with Josue wrapping up two roadway projects this month and ready to begin the next design. Additionally, our subconsultants have reported that the staff members whom they have chosen to work on this contract are fully available to serve the County at this time. Therefore, we foresee no barriers to providing you with timely service.



Daily Ability to Handle Aspects of the Scope of Service


As Project Manager, Josue Diaz, P.E. will directly coordinate with each staff member working on the project to ensure that the project scope is understood and the scope is being met as anticipated by the County. Key task leaders are located here in our Lakeland office which makes for easy coordination.

In order to provide a high quality project, CivilSurv will maintain constant communication between the members of the consultant team, including any sub-consultants, and ensure that the proper information is provided to those who make decisions. We will implement the following procedures in order to ensure the effective flow of information. First, Mr. Diaz will conduct an internal kick-off meeting with all parties assigned to the project. This meeting will ensure that all individuals are aware of their responsibilities within the scope of the project, and everyone understands and accepts the requirements of the project schedule. Second, CivilSurv will conduct progress meetings on a regular basis to review the status of each activity and quality of the product. Third, CivilSurv will conduct meetings with County technical staff to review decisions prior to scheduled submittals. Finally, our team will schedule formal design reviews with the County's project manager to provide Polk County with a complete understanding of the decision making process. CivilSurv will prepare minutes of each meeting, which will be forwarded to the County's project manager within 5 days of the meeting. Upon approval, all members of the team will receive copies.

For a project to be successful, it must be properly defined and organized, and staffed with qualified personnel. It also must be properly scheduled and budgeted with sufficient hours and time to complete the required tasks, especially QA/QC reviews. CivilSurv prepares a Project Execution Plan to establish and define the scope, production goals, schedule, tasks, budget, project staff and any task-specific QA/QC or health and safety requirements necessary for project development and execution of the assignment.

Our Project Manager, Josue Diaz, P.E., will be directly leading the project. He will provide early guidance to Survey team, led by Ken Glass, PSM and SUE team led by Tim A. Morris, PSM. The data gathered by the Survey/SUE team will allow additional refinement of the design and to avoid conflicts with utilities and improvements that may not have been obvious. The survey data will be reviewed and provided to the path design team of Ehklas Khalayfeh and Morgan Thomas. When a concept-level plan (10-15%) is ready, we will schedule meetings with the County and the SFWMD in a pre-application meeting to discuss potential impacts, documenting the meeting with minutes. If there are impacts to existing wetlands this will be established by Terry Cartwright, and while the impacts should be minimal, they should be established and minimized. Parallel with that, John Delashaw, P.E. will deploy his geotechnical crews to confirm water levels and the ability of the soil to handle the proposed improvements.

Mr. Diaz will remain directly and constantly involved, calculating the impacts and providing guidance and review of the geometric design as it progresses. During submittals, Mark Frederick, PE, CFM, PMP, Env SP. will be utilized for QA/QC-reviews to confirm the direction provided by Mr. Diaz matches CivilSurv and FDOT requirements. As the project approaches 90% and Construction Document review, Gus Ortega, EI will be utilized for constructability review prior to QA/QC to ensure the documents not only meet requirements, it provides the information needed for construction. Finally, Hetty Harmon, AICP will be involved throughout the document creation and submittals to contact and coordinate utility, provided design submittals to utilities, and ensure funding requirements are met throughout the process. To provide a second contact and follow up on the project, Craig Fuller, PE, is the Team's Principal-In-Charge. He can work with the entire team and move resources to make sure the team meets schedules and quality submittals during the entire process – and coordinate with the design of utilities if they are impacted as he has experience designing utilities for TOHO Water Authority.



Tab 6

Surveys of Past Performance

Improvement

To: Seth Lynch Lake County Public Works
 (Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: (352) 253-9052

Email: slynch@lakecountyfl.gov

Subject: Past Performance Survey of:

CR 473 Safe Routes to Schools Sidewalk
 (Project Name)

Cost of Services: \$145,739 Date Complete: 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 firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/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	
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time or early)	(1-10)	9
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	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)	9

Seth Lynch
 Printed Name of Evaluator


 Signature of Evaluator

Please fax or email the completed survey to: tbrady@civilsurv.com

RFP 21-684, Professional Engineering Services for Imperial Lake Blvd Drainage Improvements

To: Greg James, Assistant Public Works Director (Name of Person completing survey)

City of Lakeland (Name of Client Company/Consultant)

Phone Number: 863-834-6040 Email: greg.james@lakelandgov.net

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Lakeland Park Connector- Carpenters Way to Lakeland Park Drive

Name of Consultant being surveyed:

CivilSurv Design Group, Inc.

Cost of Services: Original Cost: \$527,295 Ending Cost: \$677,369

Contract Start Date: 2014 Contract End Date: 2019 (2020 construction)

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 Greg James

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: tbrady@civilsurv.com

Survey Questionnaire – Polk County

RFP 21-684, Professional Engineering Services for Imperial Lake Blvd Drainage Improvements

To: Ken Fields, Public Works Director (Name of Person completing survey)

City of Sebring (Name of Client Company/Consultant)

Phone Number: 863-471-5169 Email: kenfields@mysebring.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: West Lake Jackson Infrastructure Improvements

Name of Consultant being surveyed:

CivilSurv Design Group, Inc.

Cost of Services: Original Cost: \$218,000 Ending Cost: ~\$18 million (including construction)

Contract Start Date: 2020 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)	9
4	Professionalism and ability to manage	(1-10)	9
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)	9
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 Kenneth Fields

Signature of Evaluator: 

Please fax or email the completed survey to: tbrady@civilsurv.com

Survey Questionnaire – Polk County
RFP 25-697, Professional Engineering Caspian Road Sidewalk Design

To: Herby Jean (Name of Person completing survey)

Plant City _____ (Name of Client Company/Consultant)

Phone Number: 813-659-4200 Email: hjean@plantcitygov.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: CDBG Sidewalk Project - Woodrow Wilson St.

Name of Vendor being surveyed: CivilSurv Design Group, Inc.

Cost of Services: Original Cost: _____ Ending Cost: \$117,814

Contract Start Date: 04/2025 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 firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/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)	
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)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Herby Jean

Signature of Evaluator: Herby JEan

Please fax or email the completed survey to: dwhitaker@civilsurv.com



Tab 7

Submittal Documents

**THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL PROPOSERS:
(SUBMITTAL PAGE)**

Company Name: CivilSurv Design Group, Inc.

DBA/Fictitious Name (if applicable): _____

**NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER.
CURRENT W9 SHOULD BE SUBMITTED WITH BID.**

TIN #: 27-1816201

2525	Drane Field Rd Suite 7	Lakeland
(Street No or PO Box Number)	(Street Name)	(City)
Polk	Florida	33811
(County)	(State)	(Zip Code)

Contact Person: Josue Diaz, PE

Phone Number: (863) 646-4771

Cell Phone Number: _____

Email Address: jdiaz@civilsurv.com

Type of Organization:

Sole Proprietorship
 Partnership
 Non-Profit
 Sub-Chapter
 Joint Venture
 Corporation
 LLC
 LLP
 Publicly Traded
 Employee Owned

State of Incorporation Florida

The Successful proposer must complete and submit this section prior to award. The Successful proposer must invoice using the company name listed above.

September 11, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM #1
RFP 25-697**

CASPIAN ROAD SIDEWALK DESIGN

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.

Contained within this addendum: Pine Street Sidewalk plans (adjacent to Caspian project) added to FTP site and questions and answers received.

To obtain a copy of the Pine Street Sidewalk plans please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder "RFP 25-697, Caspian Road Sidewalk Design.zip", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net

Ken Brush

Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your submittal.

Signature: _____



Printed Name: _____

Craig R. Fuller

Title: _____

President

Company: _____

CivilSruv Design Group, Inc

September 23, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM #2
RFP 25-697
CASPIAN ROAD SIDEWALK DESIGN**

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.

Contained within this addendum: Questions and answers received.

Ken Brush

Ken Brush
Procurement Contracts Manager
Procurement Division

**This Addendum sheet should be signed and submitted with your
submittal.**

Signature: 
Printed Name: Craig R. Fuller
Title: President
Company: CivilSurv Design Group, Inc.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-697, Professional Engineering Services for Caspian Road Sidewalk Design

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.

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

Company Name: <u>CivilSurv Design Group, Inc.</u>	President	09/29/2025
Signature	Title	Date

STATE OF: Florida
 COUNTY OF: Polk

The foregoing instrument was signed and acknowledged before me this 29 day of September, 2025, by Craig R. Fuller

who has produced (Print or Type Name)

Florida Driver License No. F460116802100 as identification.
 (Type of Identification and Number)

Notary Public Signature

Melisha D. Harrell
 Printed Name of Notary Public

HH456198 / Exp. 02/16/2028
 Notary Commission Number/Expiration



Melisha D. Harrell
 Comm.: HH 456198
 Expires: Feb. 16, 2028
 Notary Public - State of Florida

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: Professional Engineering Services for Caspian Rd. Sidewalk Design

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 29th day of September, 2025

ATTEST:

By: 
 PRINTED NAME: Kenneth T. Glass
 Its: Vice President

CONTRACTOR:

By: 
 PRINTED NAME: Craig R. Fuller
 Its: President


Licenses & Certifications

Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 Board of Professional Surveyors and Mappers
 2006 Apalachee Pkwy 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
 2526 DRANE FIELD RD STE 7
 LAKELAND, FL 33811-4360



WILTON SIMPSON
 COMMISSIONER OF AGRICULTURE

This is a copy of the professional survey and mapping which name and address are shown upon its issuance 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.





Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 Board of Professional Surveyors and Mappers
 2006 Apalachee Pkwy 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 a copy of the professional survey and mapping which name and address are shown upon its issuance as required by Chapter 472, Florida Statutes.

Tom DeLoach, Governor
 Melinda S. Griffin, Secretary


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
 6735 WATERBURY DR APT 302
 LAKELAND, FL 33853

LICENSE NUMBER: PE27649
 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.



Tom DeLoach, Governor
 Melinda S. Griffin, Secretary

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 LAKEVIEW DAIRY ST
 WINTER HAVEN, FL 33884

LICENSE NUMBER: PE26843
 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.



Tom DeLoach, Governor
 Melinda S. Griffin, Secretary

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

DIAZ, JOSUE G.
 4064 BARKSHILL CIRCLE
 LAKELAND, FL 33853

LICENSE NUMBER: PE27971
 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.



Tom DeLoach, Governor
 Melinda S. Griffin, Secretary

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
 3050 LENA AUN COURT
 WINTER HAVEN, FL 33894

LICENSE NUMBER: PE20671
 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.



Licenses | Madrid CFTL

**State of Florida
Department of State**

I certify from the records of this office that MADRID ENGINEERING GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on December 23, 1992.

The document number of this corporation is P9200014732.

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 February 21, 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-first day of February, 2025




Secretary of State

Tracking Number: 5548115416CC

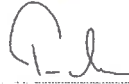
To substantiate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<https://services.sosbz.org/Files/CertificateOfStatus/CertificateAuthentication>

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 Innes
Florida Department of Management Services

Office of Legislative Oversight
4050 International Way, Suite 800
Tallahassee, FL 32399
850-487-2815
www.dms.fl.gov/foia/records

Ron DeSantis, Governor Melanie S. Griffin, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



VADDU PRASHANTH
1110 S WALKER BLVD
ALPHARETTA, GA 30201

LICENSE NUMBER: PE75144
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

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



DELASHAW, JOHN EDWARD
2030 STATE ROAD 44 EAST
BARTOW, FL 33830

LICENSE NUMBER: PE49154
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.

EXHIBIT "A-iii"

Exhibit A

Scope of Services for Caspian Road Sidewalk Design (Polk County)

This Exhibit forms part of the agreement between the Polk County Board of County Commissioners (hereinafter referred to as the COUNTY) and CivilSurv Design Group, Inc. (hereinafter referred to as the Consultant) relative to the transportation facility described as follows: Caspian Road in Poinciana, Florida.

A. Project Background and Description

Polk County requests design services for the Caspian Road Sidewalk Project, located in Poinciana, Florida, extending from Pine Street to Lake Marion Creek Drive (approximately 2.1 miles).

The project's purpose is to enhance safety, mobility, and access for pedestrians and all roadway users through the construction of a 5-foot concrete sidewalk along one side of Caspian Road, installation of a painted crosswalk at St. Cloud Road, evaluation of the existing drainage system conveyance, and implementation of necessary drainage adjustments to maintain existing conveyance.

B. Summary of Services

The Consultant will provide engineering design, drainage analysis, environmental review, utility coordination, and preparation of construction plans and bid documents in accordance with:

- FDOT Design Manual (FDM)
- FDOT Standard Plans
- Florida Greenbook
- MUTCD
- ADA Standards

C. Design services

Task 1 – Project Management and General Items

This task consists of overall management of the Project including contract administration, budget management, invoicing, monthly status reports, scheduling, and coordination with the County and Consultant's subconsultants.

The Consultant will attend one kickoff meeting with the County. Other meetings are listed below:

- 60% design review
- 100% design review

Task 2 – Roadway Analysis

The Consultant will analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The Consultant will:

- Determine, in coordination with the COUNTY, the preferred sidewalk alignment within County Right-of-Way.
- Design a 5-foot concrete sidewalk along one side of Caspian Road.
- Develop ADA-compliant curb ramps, landings, turnouts, and crossing features.
- Incorporate short sections of curb and gutter only where needed to meet safety, design criteria, or permit requirements.
- Develop turnouts, driveways, and side street crossings consistent with FDOT Standards.

Task 3 – Roadway Plans

The Consultant will prepare Roadway production drawings and plans, in adherence to Section B, Summary of Services, on this document. The plans will include the following sheets to convey the intent and scope of the project for the purposes of construction.

- Key Sheet & Signature Sheet
- Typical Section Sheets

- General Notes/Pay Item Notes
- Project Layout & Controls
- Plan Sheets
- Sidewalk Profiles
- Details
- Cross Sections

Task 4 – Drainage Analysis

The Consultant will analyze and document Drainage Tasks in accordance with FDOT Drainage Manual and the FDOT Drainage Design Guide.

The Consultant will:

- Analyze the existing open-ditch system and identify areas requiring swale regrading.
- Design extensions or adjustments to existing pipe crossings as needed.
- Ensure the project maintains existing drainage patterns and conveyance.
- Prepare stormwater documentation meeting SFWMD ERP permit/exemption criteria.
- Determine floodplain encroachments and develop proposed compensation areas if sidewalk encroachment cannot be prevented.
- Compile drainage design documentation into report format.

Task 5 – Drainage Plans

The Consultant will prepare Drainage plan sheets, notes, and details. The drainage plans will include the following sheets necessary to convey the intent and scope of the project for the purposes of construction. These sheets will be included as part of the Roadway plans.

- Drainage Map
- Drainage Structures

Task 6 – Utilities

The Consultant will provide utility coordination. This includes:

- Identify all Utility Agency Owners (UAOs) in the corridor and within and adjacent to the project limits that may be impacted by the project, including the updated UAO contact information and contacting Sunshine 811.
- Follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements.
- Review utility marked up plans and work schedules as they are received for content and coordinate review with the designer.
- Review UAOs marked plans and data individually as they are received for content, accuracy, utility type, material, and size, for inclusion in the construction plans.
- Identify utility conflicts and necessary adjustments.

Subsurface Utility Engineering (SUE) and Survey are not included in this scope of work since Surveying services are provided by the County.

Task 7 – Environmental Permitting and Clearances

The Consultant will research existing permits, habitats, and other previously documented environmental constraints at the project site. The Consultant will also prepare figures and supporting documentation needed to assess existing conditions at the project site.

The Consultant will conduct a site visit of the project area to assess existing land uses and vegetative communities. For this scope of services, the project area includes Caspian Road from Pine Street to Lake Marion Creek Drive. The “Work Area” is defined as the Caspian Road right-of-way on the proposed sidewalk side of the approximately 2.1-mile roadway. The proposed sidewalk side of Caspian Road will be reviewed for a distance of 20 feet (approximately) from the edge of roadway, unless this distance would encroach on private property. The Consultant staff will not enter private property to conduct reviews as part of this project. The site visit will also be used to delineate wetlands, surface waters, and other surface waters (OSWs), and complete preliminary wildlife surveys within the “Work Area”. The wetland boundaries will be marked with flagging tape and each flag location will be collected using a hand-held Trimble GPS unit. Ditches (OSWs) will not be flagged, but point locations will be picked up with the Trimble unit. A figure showing the wetlands, surface waters and OSWs in the project area will be provided in the Environmental Technical Memorandum

The Consultant will develop written texts, tables, and graphics necessary for development of an Environmental Technical Memorandum that summarizes the results of the site assessment,

preliminary wildlife surveys, and surface water/wetland areas. The Environmental Technical Memorandum will include an assessment of the existing condition of the surface water/wetlands onsite. The Memorandum will be used for support and inclusion within the state and federal permit application(s), if needed.

The Consultant environmental scientists will meet with permit agency staff to verify wetland lines and existing conditions in the project area. This task includes a one-day field visit, and/or development of a figure showing the changes to the surface water/wetland lines in the field (if necessary).

The Consultant environmental scientists will review and provide comments on the DRAFT ecological sections of the permit/exemption applications to the FDEP/WMD and USACE. The Consultant will complete WMD/FDEP ERP Permit/Exemption Application, USACE Permit/Exemption Application, and wetland dredge and fill sketches, if required. All required permitting fees will be paid by the County.

Regulatory determinations are made at the discretion of the permitting agencies. The Consultant and its subconsultants do not guarantee permit exemptions or agency determinations.

Although the Caspian Road Sidewalk Project is anticipated to qualify for an exemption from the South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) requirements, environmental due diligence is required to document existing conditions, confirm wetland and surface water limits, assess protected species, and support the exemption determination. The environmental scope includes field assessments, mapping, and preparation of an Environmental Technical Memorandum that will be used to demonstrate regulatory compliance and minimize the risk of unforeseen permitting requirements. Limited agency coordination and permit support are included to address verification of environmental features and potential agency inquiries, thereby reducing the likelihood of schedule delays or redesign should regulatory interpretations differ from initial assumptions. Full environmental permitting services are not included and would be provided only if required and authorized as additional services.

Task 8 – Signing and Pavement Markings Analysis and Plans

The Consultant will review existing signing and pavement markings at turnouts and intersections. New pavement markings will be established at the intersection of Caspian Road and St. Cloud Road.

Signing and Pavement Markings plans will be developed in accordance with the MUTCD and FDOT standards. These sheets will be included in the Roadway Plans.

D. Deliverables

The Consultant will prepare and submit to the County, in electronic format (PDF), the following deliverables:

60% Submittal

- Construction Plans
- Draft Technical Specifications
- Engineers Opinion of Probable Construction Cost (EOPCC)

100% Submittal

- Construction Plans
- Updated Technical Specifications
- Engineers Opinion of Probable Construction Cost (EOPCC)

Final Submittal

- Signed and Sealed Construction Plans
- Signed and Sealed Technical Specifications
- Final Engineers Opinion of Probable Construction Cost (EOPCC)
- Bid documents

All deliverables will be furnished for Polk County approval and bidding readiness for the subsequent fiscal year.

E. Schedule

The project schedule assumes the proposed improvements qualify for ERP exemption. An environmental and permitting evaluation will be conducted during preliminary design to confirm exemption applicability. If an ERP permit is determined to be required, permitting services and

associated schedule impacts will be coordinated with the County and incorporated via a separate authorization or schedule amendment.

The Consultant will proceed with the services identified herein immediately upon receipt of a formal Notice-to-Proceed from the County. Final deliverables will be submitted to the County within approximately **11 months** after the Notice-to-Proceed. An updated project schedule will be provided to the County within 10 working days from the issuance of the Notice-to-Proceed.

F. Compensation

This Scope of Services establishes a lump sum price of **\$ 194,700**. Payment for the work accomplished shall be in accordance with Method of Compensation of this contract. Invoices will be submitted to the COUNTY, in a format prescribed by the COUNTY.

G. County's Responsibilities

The County will provide the following information to the Consultant and / or perform the following services related to the Project:

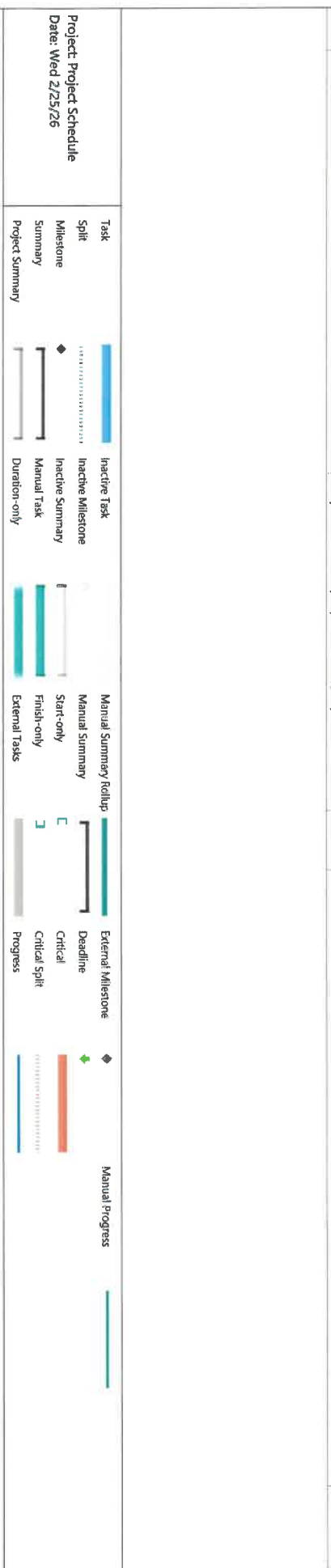
- Existing topographic survey
- Right-of-way and property information
- Any available prior plans

H. Services Not Included

These services are not included in the current Scope of Services; however, they may be provided upon request under a separately authorized amendment for an additional fee.

- Geotechnical investigation or engineering
- Construction engineering inspection (CEI)
- Public involvement
- Utility relocation design
- Lighting design
- Subsurface utility engineering (SUE)
- Traffic Control Plans

ID	Task Name	Duration	Start	Finish	Predecessors	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1	Project Initiation & Data Review	50 days	Wed 4/1/26	Tue 6/9/26				4/1										
2	Notice to Proceed	0 days	Wed 4/1/26	Wed 4/1/26														
3	Survey and R/W (County provided)	40 days	Wed 4/1/26	Tue 5/26/26	2													
4	Review of data	3 days	Wed 5/27/26	Fri 5/29/26	3													
5	Sidewalk Alignment and Design Criteria	7 days	Mon 6/1/26	Tue 6/9/26	4													
6	Environmental Desktop Review	15 days	Wed 4/1/26	Tue 4/21/26	2													
7	Utility Coordination (Sunshine 811, maps)	20 days	Wed 4/1/26	Tue 4/28/26	2													
8	Preliminary Engineering & 60% Design	170 days	Wed 6/10/26	Tue 2/2/27														
9	Roadway / Sidewalk Design	25 days	Wed 6/10/26	Tue 7/14/26	5													
10	Drainage Design	25 days	Wed 7/15/26	Tue 8/18/26	9													
11	Environmental Field Review & Permitting Determination	40 days	Wed 7/15/26	Tue 9/8/26	6,9													
12	ERP Permit (if required)	100 days	Wed 9/16/26	Tue 2/2/27	11													
13	Utility Coordination	50 days	Wed 10/21/26	Tue 12/29/26	7,14													
14	60% Plans, Specifications, EOPCC	45 days	Wed 8/19/26	Tue 10/20/26	9,10													
15	60% Submittal	0 days	Tue 10/20/26	Tue 10/20/26	14													
16	County Review (Comments and Responses)	20 days	Wed 10/21/26	Tue 11/17/26	15													
17	Design Development & 100% Plans	55 days	Wed 11/18/26	Tue 2/2/27														
18	Incorporate County Comments	10 days	Wed 11/18/26	Tue 12/1/26	16													
19	Roadway / Sidewalk Design Details	5 days	Wed 12/2/26	Tue 12/8/26	18													
20	Drainage Design and Documentation	10 days	Wed 12/2/26	Tue 12/15/26	18													
21	100% Plans, Specs, EOPCC, Bid Package	15 days	Wed 12/16/26	Tue 1/5/27	19,20													
22	100% Submittal	0 days	Tue 1/5/27	Tue 1/5/27	21													
23	County Review (Comments and Responses)	20 days	Wed 1/6/27	Tue 2/2/27	22													
24	Final Plans, Specs & Bid Documents	10 days	Wed 2/3/27	Tue 2/16/27														
25	Incorporate County Comments	5 days	Wed 2/3/27	Tue 2/9/27	23													
26	Minor Updates	5 days	Wed 2/10/27	Tue 2/16/27	25													
27	Final Submittal	0 days	Tue 2/16/27	Tue 2/16/27	26													



Project Project Schedule
Date: Wed 2/25/26

	Task		Manual Summary Rollup		External Milestone		Manual Progress
	Split		Manual Summary		Deadline		Critical
	Milestone		Start-only		Critical Split		Progress
	Summary		Manual Task		External Task		
	Project Summary		Duration-only				

Proposal Name: Caspian Road Sidewalk (Polk County)

SCOPE OF SERVICES Tasks	Principal		Director		Sr. Project Mgr.		Sr. Associate		Associate 2		CSDG Labor		Reimbursable Expenses	Total
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost		
Task 1 - Project General Tasks	9	\$ 2,475.00	18	\$ 4,500.00	46	\$ 8,510.00	5	\$ 725.00	14	\$ 1,400.00	92	\$ 17,610.00		\$ 17,610.00
Task 2 - Roadway Analysis		\$ -	21	\$ 5,250.00	198	\$ 34,410.00		\$ -	207	\$ 20,700.00	414	\$ 60,360.00		\$ 60,360.00
Task 3 - Roadway Plans		\$ -	14	\$ 3,500.00	68	\$ 12,980.00	3	\$ 435.00	186	\$ 18,600.00	271	\$ 35,115.00		\$ 35,115.00
Task 4 - Drainage Analysis		\$ -	9	\$ 2,250.00	81	\$ 14,985.00		\$ -	90	\$ 9,000.00	180	\$ 26,235.00		\$ 26,235.00
Task 5 - Drainage Plans		\$ -	11	\$ 2,750.00	66	\$ 12,210.00		\$ -	143	\$ 14,300.00	220	\$ 29,260.00		\$ 29,260.00
Task 6 - Utilities		\$ -	2	\$ 500.00	5	\$ 925.00	22	\$ 3,190.00	3	\$ 300.00	32	\$ 4,915.00		\$ 4,915.00
Task 7 - Permitting		\$ -		\$ -	20	\$ 3,700.00		\$ -	7	\$ 700.00	27	\$ 4,400.00		\$ 4,400.00
Task 8 - Signing and Pavement Markings Analysis/Plans		\$ -	1	\$ 250.00	10	\$ 1,850.00		\$ -	14	\$ 1,400.00	28	\$ 3,500.00		\$ 3,500.00
Total	9	\$ 2,475.00	76	\$ 19,000.00	482	\$ 89,170.00	30	\$ 4,360.00	64	\$ 6,400.00	1261	\$ 181,395.00	\$ -	\$ 181,395.00
Subcontractant - Environmental Services														\$ 13,306.00
Total Estimated Cost	9	\$ 2,475.00	76	\$ 19,000.00	482	\$ 89,170.00	30	\$ 4,360.00	64	\$ 6,400.00	1261	\$ 181,395.00	\$ -	\$ 184,700.00

EXHIBIT "B"

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
<u>Actual General Overhead</u>	<u>1.34</u>
Actual Sub-Total	2.51
<u>Profit (@15%)</u>	<u>0.38</u>
Reduced Polk County Rate	2.89



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.*



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 |